[redacted] [redacted] AQP [redacted]-25

Form 3106-5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-79178

Lease effective date
10/01/82

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77253

The undersigned, as owner of *100% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 29 North, Range 115 West, 6th P.M. Section 9: All Section 10: All Containing 1,280.00 acres, more or less Sublette County, Wyoming *American Quasar Petroleum Co. of New Mexico will retain all its right, title and interest in Operating Rights from the surface of the ground down to the base of the Dakota formation.	209595 RECORDED November 27 1985 8:00 AM IN BOOK 76 Misc PAGE 1 FEE $6.00 Lois J. Yake COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McKenzie

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.125%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 17th day of October , 1985

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

J. Hagerman
(Assignor's Signature)
G. Hagerman, Attorney in Fact

1700 Broadway, Suite 707
(Assignor's Address)

Denver, Colorado 80290
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 2 day of NOV 19 1985, 19

EXXON CORPORATION

(Assignee's Signature)

OMER R. HUMBLE
Attorney-In-Fact

P. O. BOX 2305
(Assignee's Address)

HOUSTON, TX 77252
(City) (State) (Zip Code)

STATE OF Colorado
COUNTY OF Arapahoe } ss.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
Attorney-In-Fact
of Exxon Corporation
this 19th day of November, 19 85

JANICE L. SPIDAHL
NOTARY PUBLIC
STATE OF COLORADO

WITNESS my hand and official seal.

My commission expires:
2-19-89

Janice L. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 80110

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

[redacted] [redacted] AQP # WY047-17 [redacted]

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-80232

Lease effective date
04/01/79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Exxon Corporation

Address (include zip code)

P.O. Box 2305, Houston, Texas 77253

The undersigned, as owner of * 27.78% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 29 North, Range 115 West, 6th P.M. Section 14: S/2, NE/4, E/2NW/4 Containing 560.00 acres, more or less Sublette County, Wyoming *American Quasar Petroleum Co. of New Mexico will retain all its right, title and interest in Operating Rights from the surface of the ground down to the base of the Dakota formation.	209596 RECORDED November 27 1985 8:00 AM IN BOOK 76 Misc PAGE 3 FEES $6.00 Laura Yade COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	27.78%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4.00%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 17th day of October, 1985
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

J. Hagerman — 1700 Broadway, Suite 707
(Assignor's Signature) (Assignor's Address)

J. Hagerman, Attorney in Fact

Denver, Colorado 80290
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

3

666199 001

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this NOV 19 1985 day of , 19

EXXON CORPORATION

(Assignee's Signature)

OMER R. HUMBLE
Attorney-In-Fact

P. O. BOX 2305
(Assignee's Address)

HOUSTON, TX 77252
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Colroado
COUNTY OF Arapahoe } SS.

(Corporation—Attorney in Fact -- Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
Attorney-In-Fact
as
of Exxon Corporation
this 19th day of November 19 85

WITNESS my hand and official seal.

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

My commission expires:
2-19-89

Janae L. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 80110

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

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ROUTINE USES:
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(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

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The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

PRODUCERS 88-CS

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 17th day of November, 19 85

by and between Robert V. Thompson and Bette M. Thompson, husband and wife
P.O. Box 220
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and

R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming described as follows, to wit:

Township 29 North, Range 113 West, 6th P.M.
Section 5: Lots 2 (35.77), 3 (36.33), S½NW¼, SW¼NE¼, SW¼, W½SE¼;
Section 6: S½NE¼, E½SE¼;
Section 8: NE¼NW¼;

and containing 632.10 acres, more or less.

It is agreed that this lease shall remain in force for a term of five (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 17th day of November, 19 86, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First Wyoming (Account # 56-11578-1) Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred Thirty Two and 10/100ths -------- ($632.10) -------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

See Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, We sign the day and year first above written.

x Robert V. Thompson (SEAL)
Robert V. Thompson (SEAL)
SS# 520-16-3668 (SEAL)
(SEAL)

x Bette M. Thompson (SEAL)
Bette M. Thompson (SEAL)
SS# 520-64-2104 (SEAL)
(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of November, 19 85, personally appeared Robert V. Thompson and Bette M. Thompson, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Oct 1, 1988

Notary Public

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of , 19 , personally appeared , to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

County

No. of acres Term

STATE OF } SS
COUNTY OF

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Book , Page of the records of this office.

County Clerk—Register of Deeds.

By Deputy.

When Recorded
Return to

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

STATE OF
COUNTY OF } SS.

On this day of , 19 , before me appeared , to me personally known, who, being by me duly sworn, did say that he is President of , and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

Notary Public

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached hereto and made a part of that certain Oil and Gas Lease dated the 17th day of November, 1985, by and between Robert V. Thompson and Betty M. Thompson, husband and wife, Lessor, and R. K. O'Connell, Lessee:

1. Wherever the royalty "one-eighth" appears on this lease, it shall be deleted and "fifteen percent (15%)" shall be placed in lieu thereof.

2. The consideration paid for this lease shall also constitute consideration for an option to the lessee, his successors and assigns, to extend the initial five year primary term for a second five-year term by the payment of an additional bonus of $50.00 per net mineral acre, said bonus to be deposited in the Depository Bank provided herein on or before the expiration of the initial five-year primary term. Payment of the said optional bonus amount shall constitute notice to lessor of exercise of the option. In the event lessee elects to exercise this option and makes the bonus payment provided for above, then all terms of this lease shall remain in full force and effect as if the original primary term was ten years except that the optional bonus payment shall be considered as including the 6th year rental payment and no separate 6th year rental payment need be made.

Signed for Identification this 17th day of November, 1985:

Robert V. Thompson

Robert V. Thompson

Betty M. Thompson

Bette M. Thompson

200671

RECORDED December 5 1985 8:00 A.M
BOOK 76 Oil & Gas PAGE 5
FEES $8.00 Laura J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

8

PRODUCERS 88-CS

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 17th day of November, 19 85

by and between Robert V. Thompson and Bette M. Thompson, husband and wife
P.O. Box 220
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and

R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and al. other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming described as follows, to wit:

Township 29 North, Range 114 West, 6th P.M.
Section 11: SE¼NE¼;
Section 12: NE¼, N½SE¼, NE¼SW¼, S½NW¼;

and containing 400.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of five (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 17th day of November, 19 85, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First Wyoming (Account # 56-11578-1) Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Four Hundred and No/100ths -------($400.00)---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this le[redacted]le or in part, shall as to the extent of such as[redacted] relieve and discharge the lessee of all obligations [redacted]nder.

Compliance [redacted] now or hereafter existing act, bill or statute [redacted] to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

See Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, We sign the day and year first above written.

X [signature]	(SEAL)	X [signature]	(SEAL)
Robert V. Thompson	(SEAL)	Bette M. Thompson	(SEAL)
SS# 520-16-3668	(SEAL)	SS# 520-64-2104	(SEAL)
	(SEAL)		(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of November, 19 85, personally appeared Robert V. Thompson and Bette M. Thomspon, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Oct 1, 1988

[signature]
Notary Public

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of , 19 , personally appeared , to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

County

No. of acres Term

STATE OF
COUNTY OF } SS.

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Book , Page of the records of this office.

County Clerk—Register of Deeds.

By

Deputy.

When Recorded
Return to

STATE OF
COUNTY OF } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this day of , 19 , before me appeared , to me personally known, who, being by me duly sworn, did say that he is President of , and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

Notary Public

EXHIBIT "A"

Attached hereto and made a part of that certain Oil and Gas Lease dated the 17th day of November, 1985, by and between Robert V. Thompson and Betty M. Thompson, husband and wife, Lessor, and R. K. O'Connell, Lessee:

1. Wherever the royalty "one-eighth" appears on this lease, it shall be deleted and "fifteen percent (15%)" shall be placed in lieu thereof.

2. The consideration paid for this lease shall also constitute consideration for an option to the lessee, his successors and assigns, to extend the initial five year primary term for a second five-year term by the payment of an additional bonus of $50.00 per net mineral acre, said bonus to be deposited in the Depository Bank provided herein on or before the expiration of the initial five-year primary term. Payment of the said optional bonus amount shall constitute notice to lessor of exercise of the option. In the event lessee elects to exercise this option and makes the bonus payment provided for above, then all terms of this lease shall remain in full force and effect as if the original primary term was ten years except that the optional bonus payment shall be considered as including the 6th year rental payment and no separate 6th year rental payment need be made.

Signed for Identification this 17th day of November, 1985:

Robert V. Thompson

Bette M. Thompson

209672

RECORDED December 5 1985 8:00 AM
IN BOOK 76 Oil PAGE 8
FEES $8.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

209673

Recording requested by and

when recorded return to:

American Hunter Exploration Ltd.

700, 435 - Fourth Avenue S.W.

Calgary, Alberta, CANADA T2P 3A8

RECORDED December 5 1985 8:00 AM
IN BOOK 76 Misc. PAGE 11
FEES $ 9.50 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McAtee

(Space Above For Recorder's Use Only)

RELEASE

KNOW ALL MEN BY THESE PRESENTS, THAT:

The undersigned hereby releases, surrenders, and forever quit claims unto the Lessors named therein and their successors in interest any and all rights whatsoever acquired or held under those Oil, Gas and Mineral Leases noted on the Exhibit "A", attached hereto and by this reference made a part hereof.

Executed this 22 day of November, 1985.

AMERICAN HUNTER EXPLORATION LTD.

James E. Chaput

James E. Chaput, Vice President - Land

11

EXHIBIT "A"

OUR FILE NUMBER	LEASE DATE	RECORDING DATA BOOK	PAGE	COUNTY & STATE	LESSOR NAME	GROSS ACREAGE	NET ACREAGE
Pinedale 1101	Jan. 2/81	61	104	Sublette, WY	Grace A. McIntosh, a widow; Mary Lu Matylinski, a married person dealing with her sole and separate property; Carrol D. McIntosh, a married person dealing with his sole and separate property	657.0	408.5
Pinedale 1291	Jan. 30/81	60	627	Sublette, WY	Daniel Paul Flynn, a/k/a Danny Flynn, a single man; Thomas Carl Flynn, a/k/a Tommy Flynn, a single man; Louis Samora, a widower; Manuel and Louisa Samora, husband and wife	160.0	70.0
Pinedale 1393	Jan. 5/81	60	536	Sublette, WY	William D. Thomas and Kathryn H. Thomas, husband and wife	360.0	48.0

PROVINCE OF ALBERTA)
)
CANADA)

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared JAMES E. CHAPUT, known to me to be the person whose name is subscribed to the foregoing instrument, as VICE PRESIDENT - LAND of AMERICAN HUNTER EXPLORATION LTD., a Delaware corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of November, 1985.

Notary Public in and for the Province of Alberta, Canada.

DONALD E. GREENFIELD
A Notary Public
In and for the Province of Alberta
My Commission expires at the pleasure of the Lieutenant-Governor in Council.

COMMUNITIZATION AGREEMENT

Contract No. W4049P56-86C860

THIS AGREEMENT entered into as of the 1st day of September, 19 83, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

W I T N E S S E T H:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the promises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 27 North, Range 112 West
Section 12: NE¼

Containing 160.00 acres, more or less, and this agreement shall include only the Bear River (Muddy) Formation underlying said lands and the natural gas and associated hydrocarbons hereinafter referred to as "communitized substances," producible from such formation.

209718

RECORDED December 6 1985 9:00 A M
IN BOOK 76 Q & G PAGE 14
FEES $47.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A," a land plat indicating the proposed communitized area. Also attached hereto, and made a part of this agreement for all purposes is Exhibit "B," designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Assistant District Manager, Mineral Resources.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.

5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued.

It is agreed that for any Federal lease bearing a sliding or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessess hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. This agreement is effective September (Month) 1 (Day) 1983 (Year), upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of two (2) years and for so long as communitized substances are, or can be, produced from the communitized area in paying quantities: provided that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interest of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor and in the applicable oil and gas regulations of the Department of the Interior.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

15. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

Attached to and made a part of that certain Communitization Agreement, dated September 1, 1983, covering the NE¼ of Section 12, Township 27 North, Range 112 West, Sublette County, Wyoming.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR OF COMMUNITIZED AREA

BELCO DEVELOPMENT CORPORATION

By: R. A. Grinstead

R. A. Grinstead
Title: Vice President

WORKING INTEREST OWNERS

GULF OIL CORPORATION

By: _____

Title:

APD COMPANY

By: _____

Title:

OVERRIDING ROYALTY INTEREST OWNERS

CASPER COLLEGE FOUNDATION

By: _____

Title:

Leonard Hay

Leonard Hay

_____

Elza Eversole

_____

Mary E. McDonald, Successor in interest to
Swan T. McDonald

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BELCO DEVELOPMENT CORPORATION

By: _____

R. A. Grinstead
Title: Vice President

WORKING INTEREST OWNERS

GULF OIL CORPORATION

By: _____

W. R. WIMBISH
Title: ATTORNEY-IN-FACT

APO COMPANY

By: _____

Title:

OVERRIDING ROYALTY INTEREST OWNERS

CASPER COLLEGE FOUNDATION

By: _____

Title:

_____
Leonard Hay

_____
Elza Eversole

_____
Mary E. McDonald, Successor in interest to
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R. A. Grinstead

Title: Vice President

WORKING INTEREST OWNERS

GULF OIL CORPORATION

By: _____

Title:

APD COMPANY

_____

Stanley F. Schindler, Vice President, Apache Corporation the Sole General Partner of APC Operating Partnership, th Managing General Partner of APD Company.

OVERRIDING ROYALTY INTEREST OWNERS

CASPER COLLEGE FOUNDATION

By: _____

Title:

_____

Leonard Hay

_____

Elza Eversole

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Title: R. A. Grinstead, Vice President

WORKING INTEREST OWNERS

GULF OIL CORPORATION

By: _____

Title:

APD COMPANY

By: _____

Title:

OVERRIDING ROYALTY INTEREST OWNERS

CASPER COLLEGE FOUNDATION

By: _____

Title: President

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Leonard Hay

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Elza Eversole

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OVERRIDING ROYALTY INTEREST OWNERS

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R. A. Grinstead
Title: Vice President

WORKING INTEREST OWNERS

GULF OIL CORPORATION

By: _____

Title:

APD COMPANY

By: _____

Title:

OVERRIDING ROYALTY INTEREST OWNERS

CASPER COLLEGE FOUNDATION

By: _____

Title:

_____
Leonard Hay

_____
Elza Eversole

Mary E. McDonald

Mary E. McDonald, Successor in interest to
Swan T. McDonald

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. A. GRINSTEAD, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of September, 1983 .

My Commission Expires:

April 30, 1985

Lori Boliver

Lori Boliver, Notary Public in and for the State of Texas

THE STATE OF Wyoming §

COUNTY OF Sweetwater §

BEFORE ME, the undersigned authority, on this day personally appeared Leonard Hay, known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of January, 1984.

SHARON K. BUDARD
NOTARY PUBLIC
COUNTY OF SWEETWATER, STATE OF WYOMING

Sharon K. Budard

Notary Public in and for Sweetwater County, Wyoming.

My commission expires: August 5, 1986

ACKNOWLEDGMENT - CORPORATION

STATE OF Wyoming)
) SS.
COUNTY OF Natrona)

On this 8th day of December, 1983, before me, a Notary Public in and for said County and State, personally appeared W. R. Wimbish, to me known to be the Attorney-in-Fact of Gulf Oil Corporation, a corporation, and to be the identical person who subscribed the name of said corporation to the foregoing instrument as its Attorney-in-Fact and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

Sarah L. Belcher
Sarah L. Belcher Notary Public

My commission expires March 16, 1987

THE STATE OF Colorado §

COUNTY OF Denver §

BEFORE ME, the undersigned authority, on this day personally appeared Stanley E. Schindler known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President, Apache Corporation, the Sole General Partner of APC Operating Partnership, the Managing General Partner of APD Company, and acknowledged that he executed the same for the purposes and consideration therein expressed, in the capacity, title, and as the act and deed of said corporations.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of December, 1983.

Notary Public in and for

Denver County, Colorado

My Commission Expires September 22, 1985

THE STATE OF WYOMING §

COUNTY OF NATRONA §

BEFORE ME, the undersigned authority, on this day personally appeared Henry A. Hitch, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Casper College Foundation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of December, 1983.

D
Clerk of
Natrona
My Commiss

Dorothy Bleck
Notary Public in and for
Natrona County, Wyoming

THE STATE OF TX §

COUNTY OF Smith §

BEFORE ME, the undersigned authority, on this day personally appeared Olga Estrada, known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12 day of Dec, 1983.

John W Tuggle II

Notary Public in and for Smith County,

My commission expires 4-29-84

THE STATE OF Montana §

COUNTY OF Lake §

BEFORE ME, the undersigned authority, on this day personally appeared Mary E McDonald, known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that She executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of December, 1983.

Peter Coleman
Residing at Ronan
Notary Public in and for
Lake County,
Montana

My commission expires: 2-20-1986

[redacted] EXH[redacted]"A" [redacted]

Attached to and made a part of that certain Communitization Agreement dated September 1, 1983, covering the NE¼ of Section 12, Township 27 North, Range 112 West, Sublette County, Wyoming

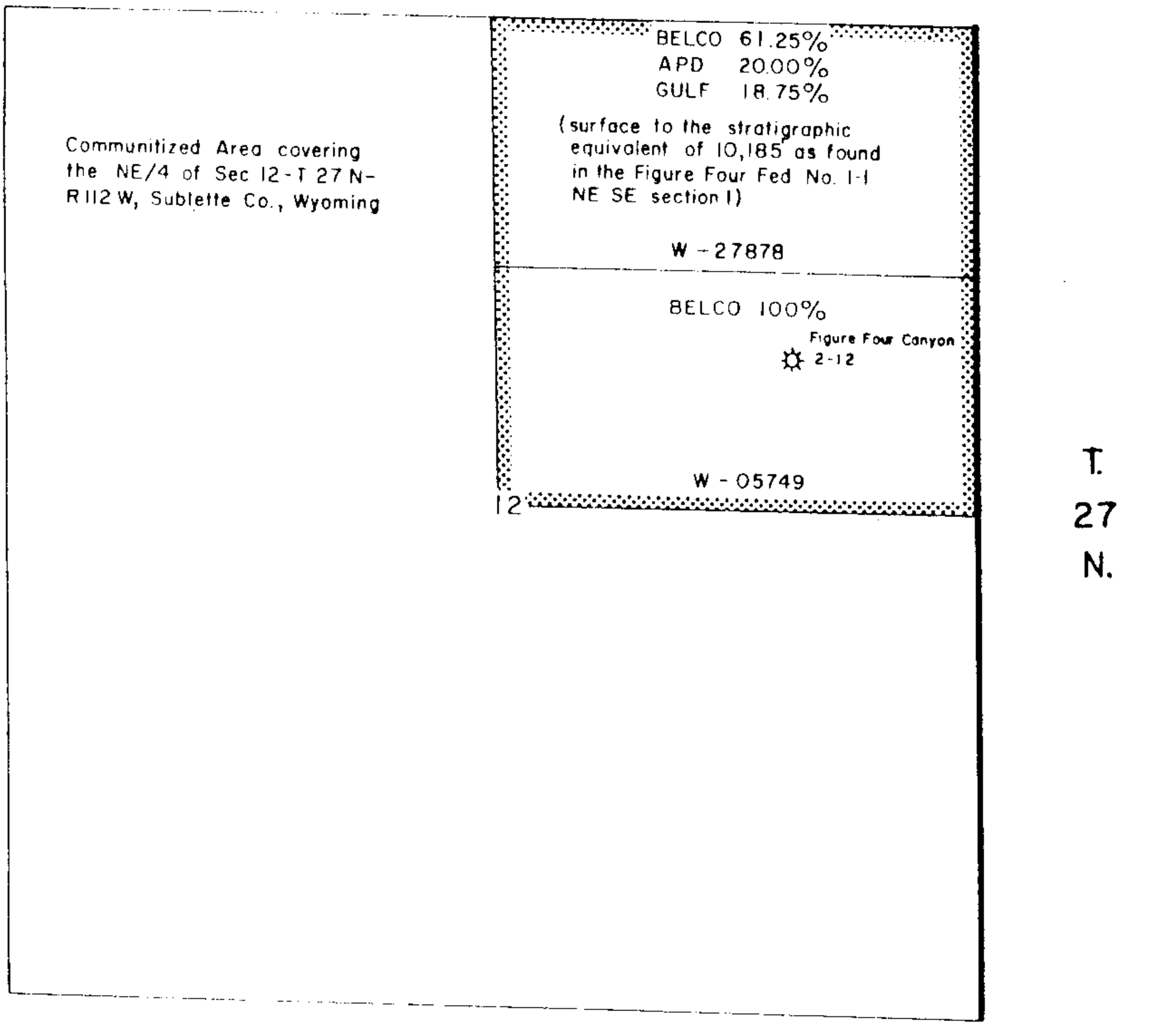

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated September 1, 1983, by and between the undersigned parties, covering the NE/4 of Section 12, Township 27 North, Range 112 West, Sublette County, Wyoming.

OPERATOR OF COMMUNITIZED AREA

BELCO DEVELOPMENT CORPORATION

DESCRIPTION OF LEASES COMMITTED

Tract I

Lessor(s)/Royalty Interest Owner(s):	United States of America	
Lessee(s)/Assignee(s) of Record:	Belco Development Corporation 100%	
Serial Number of Lease:	W-05749	
Date of Lease:	May 1, 1951	
Primary Term:	Five (5) years	
Basic Royalty Rate:	12.5%	
Description of Land Committed:	S/2NE/4 of Section 12, Township 27 North, Range 112 West Sublette County, Wyoming	
Number of Acres:	80	
Name and Percentage of Each Overriding Royalty Interest Owner:	Leonard Hay	2.0%
	Swan T. McDonald	.5%
	Elza Eversole	.5%
		3.0%
Name and Percentage of Each Working Interest Owner:	Belco Development Corporation 100%	

Tract II

Lessor(s)/Royalty Interest Owner(s):	United States of America	
Lessee(s)/Assignee(s) of Record:	Gulf Oil Corporation APD Company	62.5% 37.5%
Serial Number of Lease:	W-27878	
Date of Lease:	April 1, 1971	
Primary Term:	Ten (10) years	
Basic Royalty Rate:	12.5%	
Description of Land Committed:	N/2NE/4 of Section 12, Township 27 North, Range 112 West Sublette County, Wyoming	
Number of Acres:	80 (from the surface to the stratigraphic equivalent of 10,185', as found in the Figure Four Federal #1-1 Well, located in the SE/4SE/4 of Section 1)	
Name and Percentage of Each Overriding Royalty Interest Owner:	Gulf Oil Corporation APD Company Belco Development Corporation	18.75% 20.00% 61.25%
Name and Percentage of Each Working Interest Owner:	Casper College Foundation	2.00%

RECAPITULATION

Tract Number	Number of Acres Committed	Percentage of Interest
I	80.00	50.00%
II	80.00	50.00%
	160.00	100.00%

302. LOCATION OF WELLS (All Lands Except Indian)

In the absence of special orders of the Commission establishing drilling units or authorizing different well density or location patterns for particular pools or parts thereof, each oil and gas well shall be located in the center of a forty (40) acre governmental quarter quarter section or lot or tract or combination of lots or tracts substantially equivalent thereto as shown by the most recent governmental survey, with a tolerance of 200 feet in any direction from the center location; provided, that no oil or gas well shall be drilled less than 920 feet from any other well drilling to or capable of producing oil or gas from the same pool, and no oil or gas well shall be completed in a known pool unless it is located more than 920 feet from any other well completed in and capable of producing oil or gas from the same pool.

Any gas wells drilled in the area described as Township 12 North through Township 28 North and Range 89 West through Range 121 West shall be located in the center of a one hundred-sixty (160) acre subdivision, or lot or tract or combination of lots or tracts substantially equivalent thereto, not closer than one thousand one hundred-twenty feet (1,120') to the exterior boundaries of the quarter section. All Federal Units and areas subject to existing orders for drilling and spacing units in the above described area shall be exempt from the aforesaid gas well location requirements.

The Supervisor shall have the discretion to determine the pattern location of wells adjacent to an area spaced by the Commission, or under application for spacing, where there is sufficient evidence to indicate that the pool or reservoir spaced or about to be spaced may extend beyond the boundary of the spacing order or application and the uniformity of spacing patterns is necessary to insure orderly development of the reservoir or pool.

Operators who apply for a permit to drill a gas well in the area described in Paragraph 2 may contemporaneously or subsequently file an application to establish spacing for an area not to exceed nine (9) sections, which application will be held in abeyance until the permitted well is completed. Notice of such application must be given to all owners within the area applied for. Upon completion of the permitted well, the application to establish spacing will either be heard by the Commission or dismissed, depending upon the data obtained from the completed well. During the pendency of the application to establish spacing, all permits to drill gas wells will be held in abeyance pursuant to the provisions of Rule 305, provided that permits to drill will be approved for additional gas wells in the area subject to the application on not less than a six hundred-forty (640) acre pattern at a location consistent with the initial well. The area to be spaced my be increased in size prior to the Hearing upon a proper showing of need to the Supervisor and after notice to all owners in the area to be added.

[redacted] [redacted] [redacted]

OCT 21 1985

BUREAU OF LAND MANAGEMENT

APPROVAL - CERTIFICATION - DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C.2 (j)), and delegated to the Assistant District Manager for Minerals, Bureau of Land Management, I do hereby:

A. Approve the attached communitization agreement covering the NE¼ of Section 12, Township 27 North, Range 112 West, Sublette County, Wyoming, as to (natural gas and associated liquid hydrocarbons) ~~(crude oil and associated natrual gas)~~ producible from the Bear River (Muddy) formation.

B. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest.

C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: OCT 21 1985

Effective: SEP 1 1983

Contract No.: Com. Agr. WY049P56-86C860

Robert W. Chase ACTING
Assistant District Manager
Bureau of Land Management
Division of Mineral Resources
Rock Springs, Wyoming

To Hou 6-5-84 II
+ sig. PgP

WY 860-21159-G

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated July 6th 19 81
executed by Beatrice Bowman, a/k/a Mary Beatrice Bowman and John T. Bowman, her husband
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

200751

Recorded December 9 1985 8:00 A.M.
Book 76 O&G Page 36
Lois J. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and recorded in book 62 O&G at page 230 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Beatrice Bowman, a/k/a Mary Beatrice Bowman and John T. Bowman, her husband, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, but excepting and excluding from the described lands: Commencing at the Southeast corner of the $SW\frac{1}{4}$ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 8°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in $SW\frac{1}{4}SW\frac{1}{4}$ and which 3.98 acres are in the $SE\frac{1}{4}SW\frac{1}{4}$, and <u>less</u> a tract of land which lies in the $NW\frac{1}{4}$, containing 2.00 acres, more or less, in the $SW\frac{1}{4}NW\frac{1}{4}$, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the $NW\frac{1}{4}$, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the $SW\frac{1}{4}NW\frac{1}{4}$.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

37

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: SW¼NW¼, W½SW¼, but excluding and excepting from the above described lands: That part of the SW¼SW¼ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line ard the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the SW¼SW¼, described as follows: Beginning at the intersection of the south line of the said SW¼SW¼ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzi stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west sid of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Beatrice Bowman

Beatrice Bowman

John T. Bowman

John T. Bowman

40

WY 860-21159-D

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated July 6, 1981
executed by Mary Cleeton, a/k/a Mary B. Cleeton, a widow
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

209752

December 9 1955 5:00
40
COUNTY CLERK
COUNTY, WYOMING

and recorded in book 62 O&G at page 235 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Mary Cleeton, a/k/a Mary B. Cleeton, a widow, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the SW¼NW¼.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), S½NE¼, SE¼

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, but excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzi stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 233.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west sid of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Mary Cleeton

Mary Cleeton

44

W. 860-2139-H

RELEASE OF OIL AND GAS LEASE

310 REV.

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated July 6th 19 81

executed by Louise Carver Grande, a/k/a Louise Grande and Albert E. Grande, her husband

covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

200753

4 December 9 1985 8:00 A
765 Orig
10 cc
44

and recorded in book 62 O&G at page 240 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Louise Grande, a/k/a Louise Carver Grande and Albert E. Grande, her husband, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the SW¼NW¼.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), S½NE¼, SE¼

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.
Section 34: S½NE¼, SE¼

Section 35: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34° 44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88° 08' W a distance of 600.00 feet to a point; thence N 01° 52' E a distance of 303.4 feet to a point; thence S 83° 31.5' E a distance of 601.9 feet to a point; thence S 01° 52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the SW¼SW¼, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the SW¼SW¼, described as follows: Beginning at the intersection of the south line of the said SW¼SW¼ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, but excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzi stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 233.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west sid of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Louise Grande
Louise Grande

Albert E Grande
Albert E. Grande

48

WY 860-21159-R

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated July 6th 19 81
executed by Bettie Harris, a/k/a Bettie V. Harris, a single woman
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

RECORDED
4 December 9 1985 8:00 A
48
COUNTY CLERK

and recorded in book 62 O&G at page 245 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WJ
Patricia Foley
Attorney-in-Fact pc

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Bettie Harris, a/k/a Bettie V. Harris, a single woman, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the SW¼NW¼.

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Section 3: Lot 2 (40.13), S½NE¼, SE¼

49

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: S½NE¼, SE¼

Section 35: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the SW¼SW¼, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the SW¼SW¼, described as follows: Beginning at the intersection of the south line of the said SW¼SW¼ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, but excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzi stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west sid of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Bettie Harris

Bettie Harris

52

WY 860-21159-C

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated July 6, 1981

executed by John Lavelle, a widower

covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

2097755

1 December 9 1985 3:00 PM
56 Rec'd
Fee $ 5.00

and recorded in book 62 O&G at page 250 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between John Lavelle, a widower, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the SW¼NW¼.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), S½NE¼, SE¼

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as fcllows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: SW¼NW¼, W½SW¼, but excluding and excepting from the above described lands: That part of the SW¼SW¼ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the SW¼SW¼, described as follows: Beginning at the intersection of the south line of the said SW¼SW¼ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzi stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 239.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west sid of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

John Lavelle

56

WY 860-21159-L

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated July 6th 1981
executed by Anna Lee Moran, a single woman
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

2107756

December 9 1985 8:00 AM
76 O&G
10.00 56
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and recorded in book 62 O&G at page 265 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact pf

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Anna Lee Moran, a single woman, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, but excepting and excluding from the described lands: Commencing at the Southeast corner of the $SW\frac{1}{4}$ of said Section 2 and running thence North 48°19' West a distance of 1093 ft; to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in $SW\frac{1}{4}SW\frac{1}{4}$ and which 3.98 acres are in the $SE\frac{1}{4}SW\frac{1}{4}$, and <u>less</u> a tract of land which lies in the $NW\frac{1}{4}$, containing 2.00 acres, more or less, in the $SW\frac{1}{4}NW\frac{1}{4}$, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the $NW\frac{1}{4}$, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the $SW\frac{1}{4}NW\frac{1}{4}$.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

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That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: SW¼NW¼, W½SW¼, but excluding and excepting from the above described lands: That part of the SW¼SW¼ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the SW¼SW¼, described as follows: Beginning at the intersection of the south line of the said SW¼SW¼ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzi stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west sid of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Anna Lee Moran

Anna Lee Moran

57

60

310 REV.

WY 860-21159-J

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated July 6th 1981
executed by Bernard Moran, a/k/a Bernard J. Moran and Maxine E. Moran, his wife
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

209757

December 9 1983 8:00 A.M.
60
11 Oil & Gas Leases

and recorded in book 62 O&G at page 255 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 802[redacted]49

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Bernard Moran, a/k/a Bernard J. Moran and Maxine E. Moran, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the SW¼NW¼.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), S½NE¼, SE¼

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued

Section 35: SW¼NW¼, W½SW¼, but excluding and excepting from the above described lands: That part of the SW¼SW¼ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00° 04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right of way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° 56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the SW¼SW¼, described as follows: Beginning at the intersection of the south line of the said SW¼SW¼ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzi stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 283.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 233.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west sid of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Bernard Moran
Bernard Moran

Maxine E. Moran
Maxine E. Moran

WY 860-21159-B

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated July 6th 1981

executed by Leo Moran, a/k/a Leo P. Moran and Edith Moran, his wife

covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

210758

[illegible] 64

and recorded in book 62 O&G, page 260 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 8020[illegible]1749

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Leo Moran, a/k/a Leo P. Moran and Edith Moran, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the SW¼NW¼.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), S½NE¼, SE¼

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.
Section 34: S½NE¼, SE¼
Section 35: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34° 44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88° 08' W a distance of 600.00 feet to a point; thence N 01° 52' E a distance of 303.4 feet to a point; thence S 83° 31.5' E a distance of 601.9 feet to a point; thence S 01° 52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the SW¼SW¼, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the SW¼SW¼, described as follows: Beginning at the intersection of the south line of the said SW¼SW¼ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: SW¼NW¼, W½SW¼, but excluding and excepting from the above described lands: That part of the SW¼SW¼ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

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Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

x/ Leo Moran
Leo Moran

x/ Edith Moran
Edith Moran

WY 860-21159-F

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated July 6th 19 81

executed by Mary F. Moran, a widow

covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

209759

RECORDED December 9 1985 8:00 AM
BOOK 76 Oil & Gas PAGE 68
[illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and recorded in book 62 O&G at page 270 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Mary F. Moran, a widow, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

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Section 3: Lot 2 (40.13), S½NE¼, SE¼

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34° 44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88° 08' W a distance of 600.00 feet to a point; thence N 01° 52' E a distance of 303.4 feet to a point; thence S 83° 31.5' E a distance of 601.9 feet to a point; thence S 01° 52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

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TRACT: (Continued)

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Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Mary F. Moran

Mary F. Moran

[redacted] WY 86[redacted]-0

RELEASE OF OIL AND GAS LEASE

310 REV.

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned, APACHE CORPORATION

being the owner of a certain oil and gas lease dated July 6th 19 81

executed by Maurice Moran and Frances V. Moran, his wife

covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

207760

9 December 1985 8:00 AM
12
10.00
[illegible] COUNTY, WYOMING

and recorded in book 63 O&G at page 13 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85.

APACHE CORPORATION

By Patricia Foley
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

72

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Maurice Moran and Frances V. Moran, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the SW¼NW¼.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), S½NE¼, SE¼

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.
Section 34: S½NE¼, SE¼
Section 35: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34° 44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88° 08' W a distance of 600.00 feet to a point; thence N 01° 52' E a distance of 303.4 feet to a point; thence S 83° 31.5' E a distance of 601.9 feet to a point; thence S 01° 52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the SW¼SW¼, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the SW¼SW¼, described as follows: Beginning at the intersection of the south line of the said SW¼SW¼ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TK

TRACT: (Continued)

Section 35: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, but excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzi stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west sid of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Maurice Moran
Maurice Moran

Frances V. Moran
Frances V. Moran

9L.

WY 860-21159-K

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated July 6 19 81

executed by T. Francis Moran, a/k/a Frances Moran, a single man

covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

200761.

X December 9 1985 8:00 AM
76 O&G
10

and recorded in book 62 O&G at page 345 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and [illegible] a part of an Oil and Gas lease dated July 6, 1981, by and between F. Francis Foran, a/k/a Frances Foran, a single man, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 8°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the SW¼NW¼.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), S½NE¼, SE¼

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, but excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzi stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west sic of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

x T Francis Moran _____

T. Francis Moran

80

WY 860-21159-Q

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated July 6th 1981
executed by Mary Murdock, a/k/a Mary M. Murdock and Robert K. Murdock, her husband
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

200762

I December 9 1985 8:20 AM
76 Ore 80
[illegible] COUNTY CLERK
[illegible] COUNTY, PINEDALE, WYOMING

and recorded in book 62 O&G at page 275 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Mary Murdock, a/k/a Mary M. Murdock and Robert K. Murdock, her husband, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the SW¼NW¼.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), S½NE¼, SE¼

81

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: SW¼NW¼, W½SW¼, but excluding and excepting from the above described lands: That part of the SW¼SW¼ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

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Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Mary Murdock
Mary Murdock

Robert K. Murdock
Robert K. Murdock

84

RELEASE OF OIL AND GAS LEASE

310 REV.

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated July 6th 19 85
executed by Eula M. Richardson, a/k/a Eula Richardson and F. M. Richardson, her husband
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

209763

December 9 1985 8:00 AM
76 O&G
84
10.00

and recorded in book 62 O&G at page 280 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

My Commission Expires:

-12-88

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Eula M. Richardson, a/k/a Eula Richardson and F. M. Richardson, her husband, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the SW¼NW¼.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), S½NE¼, SE¼

F5

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: S½NE¼, SE¼

Section 35: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34° 44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88° 08' W a distance of 600.00 feet to a point; thence N 01° 52' E a distance of 303.4 feet to a point; thence S 83° 31.5' E a distance of 601.9 feet to a point; thence S 01° 52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

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TRACT: (Continued)

Section 35: SW¼NW¼, W½SW¼, but excluding and excepting from the above described lands: That part of the SW¼SW¼ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

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Signed for Identification

Eula M. Richardson — F. M. Richardson

87

88

W 860-21159-M

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated July 6th 1981

executed by Patrick Ryan and Connie S. Ryan, his wife

covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

209764

December 9 1985 8:00 A.M.
76 Drlg
58
[illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and recorded in book 62 O&G at page 507 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Patrick Ryan and Connie S. Ryan, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

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Section 3: Lot 2 (40.13), S½NE¼, SE¼

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

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Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Patrick Ryan

Connie S. Ryan

92

WY 860-21159-X

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
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executed by Harry Paul Smith and Dorothy J. Smith, his wife
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

209765

	December 9 1985 8:00AM
	76 Drlg
	10.00

and recorded in book 62 O&G at page 285 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Harry Paul Smith and Dorothy J. Smith, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 Feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the SW¼NW¼.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), S½NE¼, SE¼

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34° 44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88° 08' W a distance of 600.00 feet to a point; thence N 01° 52' E a distance of 303.4 feet to a point; thence S 83° 31.5' E a distance of 601.9 feet to a point; thence S 01° 52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: SW¼NW¼, W½SW¼, but excluding and excepting from the above described lands: That part of the SW¼SW¼ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the SW¼SW¼, described as follows: Beginning at the intersection of the south line of the said SW¼SW¼ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartz stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west si of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Harry Paul Smith

Dorothy J. Smith

96

WY 860-21159-W

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated July 6th 19 81
executed by Guardian-Harry Paul Smith for the Estate of Roberta E. Hays, a minor
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

200766

RECORDED December 9 1985 8:00 AM
IN BOOK 76 Misc. FILE 96
FEE $10.00 Dana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and recorded in book 62 O&G at page 290 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80202-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Guardian-Harry Paul Smith for the Estate of Roberta E. Hays, a minor, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

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Section 3: Lot 2 (40.13), S½NE¼, SE¼

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: S½NE¼, SE¼

Section 35: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

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TRACT: (Continued)

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Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Harry Paul Smith for Roberta E. Hays, a minor, her Guardian

160

WY 860-21159-Y

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated July 6th 19 81

executed by John H. Travelute, Sr. and Carol R. Travelute, his wife

covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

209767

December 9, 1985 8:00 AM
76 O&G PAGE 100
160
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and recorded in book 62 O&G at page 136 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact gc

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203 4549

My Commission Expires:

7-12-88

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between John H. Travelute, Sr. and Carol R. Travelute, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, but excepting and excluding from the described lands: Commencing at the Southeast corner of the $SW\frac{1}{4}$ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in $SW\frac{1}{4}SW\frac{1}{4}$ and which 3.98 acres are in the $SE\frac{1}{4}SW\frac{1}{4}$, and <u>less</u> a tract of land which lies in the $NW\frac{1}{4}$, containing 2.00 acres, more or less, in the $SW\frac{1}{4}NW\frac{1}{4}$, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the $NW\frac{1}{4}$, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the $SW\frac{1}{4}NW\frac{1}{4}$.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

101

4 102 3

TRACT:
(Continued).

Township 34 North, Range 111 West, 6th P.M.
Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.
Section 35: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: SW¼NW¼, W½SW¼, but excluding and excepting from the above described lands: That part of the SW¼SW¼ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the SW¼SW¼, described as follows: Beginning at the intersection of the south line of the said SW¼SW¼ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzi stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west sid of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

John H. Travelute, Sr.

Carol R. Travelute

/ c a

WY 860-21159-Z

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated May 4th 1981
executed by Robert J. Travelute and Bee Travelute, his wife
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

209768

RECORDED December 9 1985 8:00 AM
BOOK 76 O&G PAGE 104
Vol. Co. Clerk COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and recorded in book 62 O&G at page 340 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Robert J. Travelute and Bee Travelute, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

Township 33 North, Range 111 West, 6th P.M.

Section 2: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, but excepting and excluding from the described lands: Commencing at the Southeast corner of the $SW\frac{1}{4}$ of said Section 2 and running thence North 48°19' West a distance of 1093 feet to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence South 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in $SW\frac{1}{4}SW\frac{1}{4}$ and of which 3.98 acres are in the $SE\frac{1}{4}SW\frac{1}{4}$, and less a tract of land which lies in the $NW\frac{1}{4}$, containing 2.00 acres, m or l, in the $SW\frac{1}{4}NW\frac{1}{4}$, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: $SE\frac{1}{4}SW\frac{1}{4}$, but excepting and excluding from the described lands: Commencing at the Southeast corner of the $SW\frac{1}{4}$ of said Section 2 and running thence North 48°19' West a distance of 1093 feet to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence South 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in $SW\frac{1}{4}SW\frac{1}{4}$ and of which 3.98 acres are in the $SE\frac{1}{4}SW\frac{1}{4}$.

Section 2: A tract of land which lies in the $NW\frac{1}{4}$, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the $SW\frac{1}{4}NW\frac{1}{4}$.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34° 44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88° 08' W a distance of 600.00 feet to a point; thence N 01° 52' E a distance of 303.4 feet to a point; thence S 83° 31.5' E a distance of 601.9 feet to a point; thence S 01° 52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as fcllows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Tract 11 Section 35: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, but excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Tract 12 Section 35: $NE\frac{1}{4}SW\frac{1}{4}$

Signed for Identification

Robert J. Travelute

Bee Travelute

108

WY 860-21159-N

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated July 6th 19 81
executed by Nancy Weddle, a/k/a Nancy A. Weddle and Thomas B. Weddle, her husband
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

209769

RECORDED December 9 1985 8:00 AM
BOOK 76 O&G PAGE 108
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and recorded in book 62 O&G at page 350 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

[redacted] 12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80[redacted]549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Nancy Weddle, a/k/a Nancy A. Weddle and Thomas B. Weddle, her husband, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the SW¼NW¼.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), S½NE¼, SE¼

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: SW¼NW¼, W½SW¼, but excluding and excepting from the above described lands: That part of the SW¼SW¼ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the SW¼SW¼, described as follows: Beginning at the intersection of the south line of the said SW¼SW¼ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzi stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west sid of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Nancy Weddle
Nancy Weddle

Thomas B. Weddle
Thomas B. Weddle

///

112

WY 860-21159-I

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated July 6th 1981
executed by Mildred Wilson, a/k/a Mildred E. Wilson, a widow
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

209770

FILED for record December 9 1985 8:00 A.M.
RECORDED IN BOOK 76 Oil & Gas PAGE 112
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and recorded in book 62 O&G at page 305 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Mildred Wilson, a/k/a Mildred E. Wilson, a widow, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

Section 2: A tract of land which lies in the NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, in the SW¼NW¼.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), S½NE¼, SE¼

113

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: SW¼NW¼, W½SW¼, but excluding and excepting from the above described lands: That part of the SW¼SW¼ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

Also, excluding and excepting from the above described lands: That part of the SW¼SW¼, described as follows: Beginning at the intersection of the south line of the said SW¼SW¼ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzi stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west sid of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less, to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Mildred Wilson

Mildred Wilson

11.5

116

WY 860-21159-P

RELEASE OF OIL AND GAS LEASE

310 REV.

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated July 6th 1981
executed by Kenneth Williams, a/k/a Kenneth R. Willams and Doris Williams, his wife
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

209771

Filed December 9 1985 8:00 AM
BOOK 76 Or PAGE 116
FEES $10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and recorded in book 62 O&G at page 141 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

My Commission Expires:

7-12-88

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Kenneth Williams, a/k/a Kenneth R. Williams and Doris Williams, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft.to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet: thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

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Section 3: Lot 2 (40.13), S½NE¼, SE¼

117

TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34° 44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88° 08' W a distance of 600.00 feet to a point; thence N 01° 52' E a distance of 303.4 feet to a point; thence S 83° 31.5' E a distance of 601.9 feet to a point; thence S 01° 52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

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That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: SW¼NW¼, W½SW¼, but excluding and excepting from the above described lands: That part of the SW¼SW¼ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

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Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Kenneth Williams

Kenneth Williams

Doris Williams

Doris Williams

120

WY 860-21159-A

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated July 6, 19 81

executed by Jean Willour, a/k/a Jean C. Willour, a single woman

covering the following real estate in Sublette County, State of Wycming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

200772

RECORDED December 9 1985 8:20 A M
IN BOOK 76 PAGE 120
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and recorded in book 62 O&G at page 300 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley ws
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Jean Willour, a/k/a Jean C. Willour, a single woman, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

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Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), S½NE¼, SE¼

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TRACT:
(Continued)

Township 34 North, Range 111 West, 6th P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W a distance of 250.0 feet to the point of beginning; containing an area of 3.84 acres, more or less.

Section 35: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as fcllows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89°-56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning; encompassing an area of 4.017 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way to a point; thence S 89°-56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 feet, more or less, to an intersection with the said south line; thence S 89°-59' E, 579.4 feet, more or less to the intersection of beginning; encompassing an area of 10.467 acres, more or less, excepting therefrom that tract of land now belonging to Edwin S. and Rosalie Hjellum of record in the office of the Clerk of Sublette County in Book 14 of Deeds on page 78, encompassing an area of 0.624 acres, more or less; encompassing a total area of 9.843 acres, more or less, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164".

TRACT: (Continued)

Section 35: SW¼NW¼, W½SW¼, but excluding and excepting from the above described lands: That part of the SW¼SW¼ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N 00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12' E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N 00°-04' W, 500.0 feet along the said right-of-way line to a point; thence S 89°56' W, 350.0 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.0 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres, more or less.

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Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the SW¼SW¼ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginning, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the NW¼SW¼, more particularly described as follows: Beginning at a point located N 34°44' E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N 88°08' W a distance of 600.00 feet to a point; thence N 01°52' E a distance of 303.4 feet to a point; thence S 83°31.5' E a distance of 601.9 feet to a point; thence S 01°52' W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

: Jean Willour

Jean Willour

124

WY 860-21159-V

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated July 6th 19 81
executed by Verona E. Wisniewski, a/k/a Verona Travelute Wisnewski, a widow
covering the following real estate in Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

209773

RECORDED December 9 1985 8:00 AM
IN BOOK 76 O&G PAGE 124
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

and recorded in book 62 O&G at page 295 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 2nd day of December 19 85

APACHE CORPORATION

By Patricia Foley WS
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:

7-12-88

Mary E. Walther
Mary E. Walther
1700 Lincoln St., Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 6, 1981, by and between Verona E. Wisniewski, a/k/a Verona Travelute Wisniewski, a widow, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6th P.M.

Section 2: SW¼NW¼, W½SW¼, but excepting and excluding from the described lands: Commencing at the Southeast corner of the SW¼ of said Section 2 and running thence North 48°19' West a distance of 1093 ft. to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence S. 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West, a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 84°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in SW¼SW¼ and which 3.98 acres are in the SE¼SW¼, and less a tract of land which lies in the NW¼, containing 2.00 acres, more or less, in the SW¼NW¼, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning.

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(Continued)

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Signed for Identification

Verona E. Wisniewski

Verona E. Wisniewski

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49111-S LEASE NO. 85-00615

PARCEL NO. 1098

FUND COMMON SCHOOL

Form Approved by the Board
and Effective March 1, 1982

STATE OF WYOMING
OIL AND GAS LEASE FORM

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners, as lessor, and

CHEVRON U.S.A. INC. , as lessee.

WITNESSETH:

Section 1. PURPOSE The lessor, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by lessee, does hereby grant and lease to the lessee, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to-wit:

640.00 Acres All Section 16, Twp. 33 N., Rg. 113 W., 6th P. M.

200774

RECORDED December 9 1985 8:00A M
IN BOOK 76 Oil PAGE 128
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

County Sublette Total Acres 640.00 - Advance Rental $ 640.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

Section 4. Lessee expressly represents that, if an individual, lessee is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age - and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to and operations by lessee hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this ease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

IN WITNESS WHEREOF, this lease has been executed by lessor and lessee to become effective on the 2nd day of October, 19 85 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: Howard M. Tolman
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: Chevron U.S.A. Inc

Assistant Secretary

Address P.O. Box 599 City Denver

State Colorado 80201 Telephone No.
(Zip)

[redacted] [redacted] [redacted]

OIL AND GAS LEASE TERMS

Section 1 THE LESSEE AGREES

(a) BOND To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b) PAYMENTS To make all payments accruing hereunder to the Commissioner of Public Lands, 2424 Pioneer Avenue, Cheyenne, Wyoming 82002.

(c) RENTALS Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payment of rental on an operating lease.

(d) ROYALTIES The royalties to be paid by lessee are:

(i) On oil, one sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land, saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one sixth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item, provided, however, that the allowance for the cost of extraction may exceed two thirds of the amount or value only on approval of the lessor and in no event shall the price for gas or natural gasoline be less than that received by the United States of America for its royalties from the same field.

(v) In cases where natural gas is produced and the natural gas gasoline extracted therefrom, only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

(vi) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon; provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipelines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k) SUSPENSION OF OPERATIONS Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l) DILIGENCE - PREVENTION OF WASTE To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor, to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof, to conduct all operations subject to the inspection of the lessor, to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense, to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m) TAXES AND WAGES - FREEDOM OF PURCHASE To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n) ASSIGNMENTS OF LEASE - PRODUCTION AGREEMENTS Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board or by the Commissioner when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2 THE LESSOR EXPRESSLY RESERVES

(a) The right to lease, sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necesary for the use of the lessee in the conduct of operations hereunder.

(b) The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by this lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c) From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d) The right to refuse to commit the leased lands to a unit plan of development if the Board feels such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands as provided in Section 3(e) below.

(e) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f) In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3 APPRAISAL OF IMPROVEMENTS The lessee shall have the right, subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to Farm Loan Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4 FORFEITURE CLAUSE The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5 RELINQUISHMENT AND SURRENDER This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Commissioner or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Commissioner, a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

Sec. 1 (p).

"Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities."

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OIL AND GAS FORM No. 8

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-43213

DISTRICT LAND OFFICE Cheyenne

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann, Suite 800, 1500 Broadway, Lubbock, Texas 79401

, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Stuart M. McKinley	Box 88 Daniel, Wyoming 83115	
Before payout in the URC-Christmann 1-20		1.15875
After payout in the URC-Christmann 1-20, and subject to URC's conversion.		.62625

Being in all a total of an undivided same as above overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described land situate in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Section 20: NE¼NW¼

as to rights from the surface to the stratigraphic equivalent of 4354' as reached by the URC-Christmann well No. 1-20 drilled in the NE¼NW¼ of Section 20, T30N, R113W.

209777

RECORDED December 9 1985 10:00 AM
IN BOOK 76 Misc PAGE 130
FEES $4.00 Dora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section Township 30N Range 113W containing 40.00 acres more or less,
WITNESS our hands this 30th day of October, 19 84.

Witnesses:

Carol V. Kral

John J. Christmann

State of Wyoming
} ss.
County of Sublette

The foregoing instrument was acknowledged before me by John J. Christmann

this 30th day of October, 19 84.

Witness my hand and official seal.

CAROL V. KRAL NOTARY PUBLIC

Carol V. Kral
Notary Public

My Commission expires: 7-20-85

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Form 3106 – 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-87026

Lease effective date
July 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Amoco Production Company

Address *(include zip code)*

P. O. Box 800, Denver, Colorado 80201

The undersigned, as owner of _____ percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 40 North, Range 110 West, 6th P.M. Section 11: All Section 12: All Section 13: All Section 14: All (containing 2,560 acres, more or less) Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

209785

RECORDED December 9 1985 1:00 PM
IN BOOK 76 Deeds PAGE 131
FEES $8.00 Lori J. Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	3% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10th day of April 19 85

By: Matthew D. Wiggins, Jr.
(Assignor's Signature)
Matthew D. Wiggins, Jr.
Joint Venture Manager

Box 2445
(Assignor's Address)

Jackson, Mississippi 39225
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective JUN 1 1985

By _____ (Authorized Officer)
ANDREW L. TARSHIS
Chief, Oil & Gas Section
(Title)

NOV 20 1985
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

LPN 660532

FOR ASSIGNEE

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 18th day of April, 19 85.

AMOCO PRODUCTION COMPANY

By: _____ (Assignee's Signature)

Its Attorney-In-Fact

P. O. Box 800

(Assignee's Address)

Denver, Colorado 80201

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Mississippi)

: ss

COUNTY OF Hinds)

On this 10th day of April, in the year 1985, before me, Vicki Reed, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared Matthew W. Wiggins Jr. known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS HEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

HINDS COUNTY NOTARY PUBLIC MISSISSIPPI

Vicki Reed

Notary Public in and for said County and State,

Residing at Hinds County, Mississippi

My Commission Expires My Commission Expires Jan. 11, 1989

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Dept.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

ignment Affecting Record Title To Federal Oil and Gas Lease No. W-87025

REASSIGNMENT RIDER

Attached to and made a part of assignment dated April 10, 19 85.

Assignee agrees not to let said lease terminate by non-payment of rentals without first notifying Assignor in writing of its intention to do so at any time not less than thirty (30) days prior to the rental due date under said lease properly deposited into the United States Post Office with sufficient postage, addressed to Old South Oil P. O. Box 2445, Jackson, Mississippi 39225, and in that event upon written demand by said Assignor if received by Assignee within fifteen (15) days after mailing of such notice, said Assignee, its successors and assigns, will re-assign to said Assignor said lease, or that portion thereof on which it does not choose to pay said rentals. In the absence of any such demand, no obligation on said Assignee, its successors and assigns, to re-assign said lease shall exist. Assignee shall not be liable to Assignor for Assignee's unintentional failure to comply with the provisions hereof.

Initialed for identification - Assignor [illegible]

W Y O M I N G

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Kelly, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 15th day of April, 19 85.

WITNESS my hand and official seal.

[illegible]
Notary Public

My commission expires:
January 1, 1987

Amoco Building Box 800
Denver, Colorado 80201

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Form 3108 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-72341

Lease effective date
September 1, 1981

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

AMOCO PRODUCTION COMPANY

Address (include zip code)

P.O. BOX 800, Denver, Colorado 80201

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 40 North, Range 110 West, 6th P.M.

Section 25: W½
Section 26: All
Section 35: All
Section 36: W½
(Containing 1,920.00, more or less)
Sublette County, Wyoming

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

209785

RECORDED December 9 1985 1:00 PM
IN BOOK 76 Brown PAGE 134
FEES $10.00 Lucy J. Yorke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	2.5% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	NONE

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 7 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 9th day of August, 1985.

Charles B. Mutrie
(Assignor's Signature)

Brown Road Box 277
(Assignor's Address)

Hampton Falls New Hampshire 03844
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

Assignment approved effective JUN 1 1985

THE UNITED STATES OF AMERICA

By [redacted] ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil and Gas Section
(Title)

NOV 18 1985

NOTE: This form may be reproduced provided that copies are exact reproductions of [redacted] and comply with pro[redacted] 43 CFR 3106. LRN-660521 [redacted] on one sheet of both sides of this off[redacted] in accord

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States, or any State or Territory thereof; or municipalities.

2. Of the age of majority in the State where the lands to be assigned are located.

3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 17 day of April, 19 85

AMOCO PRODUCTION COMPANY

By: W.S. Davis
(Assignee's Signature)

Its Attorney-in-Fact nyc

P.O. BOX 800
(Assignee's Address)

Denver, Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

April 9, 1985

Personally appeared Charles B. Mutrie known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing and acknowledged that he executed the same for the purposes therein contained.

Before me,

Nancy S. Acox
Notary Public

My commission expires: 1/19/87

NOTARY PUBLIC NEW HAMPSHIRE

Amoco Production Co.
P.O. Box 800
Denver, Colorado 80201
Attn: Land Dept.

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by W.S. Davis, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of April, 1985.

WITNESS my hand and official seal.

Dina R. Harris
Notary Public

My commission expires:
8/10/88

Amoco Building
Box 800
Denver, CO 80201

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Assignment Affecting Record Title to Federal Oil and Gas Lease Number W-72841

REASSIGNMENT RIDER

Attached to and made a part of assignment dated April 9, 1985.

Assignee agrees not to let said lease terminate by non-payment of rentals without first notifying Assignor in writing of its intention to do so at any time not less than thirty (30) days prior to the rental due date under said lease properly deposited into the United States Post Office with sufficient postage, addressed to Charles B Mutrie Brown Road Box 277, Hampton Falls, New Hampshire 03844, and in that event upon written demand by said Assignor if received by Assignee within fifteen (15) days after mailing of such notice, said Assignee, its successors and assigns, will re-assign to said Assignor said lease, or that portion thereof on which it does not choose to pay said rentals. In the absence of any such demand, no obligation on said Assignee, its successors and assigns, to re-assign said lease shall exist. Assignee shall not be liable to Assignor for Assignee's unintentional failure to comply with the provisions hereof.

Initialed for identification - Assignor

SEE ATTACHED RIDER

LAND OFFICE USE ONLY
New Serial No.

W 147745

209823

001477

1. RECORDED December 10 1985 2:00 P M
IN BOOK 76 Misc PAGE 137
FEE $17.00 Laura Lyke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Stevens

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) November 1, 1968, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 37 North, Range 114 West
Section 34: SW¼SW¼

Containing 40.00 acres, more or less

Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 87.5%

4. What part of the record title interest is being retained by assignor(s)? 12.5%

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 6.25%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 22nd day of June, 19 76

ATTEST:

[signature]
(Assistant Secretary)

Assistant Secretary

RAINBOW RESOURCES, INC.

[signature]
(Assistant Secretary)

Charles A. Shear, Vice-President
#10 Lakeside Lane, 4704 Harlan Street
Denver, Colorado 80212
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Certified to be a true and comparative copy of the official records on file
AUG 21 1985
Marion P. Burke
BUREAU OF LAND MANAGEMENT

Assignment approved as to the lands described below:
"Request for Approval" by
TEXASGULF INC. # W 0252726
filed with Assignment
Serial No. W-4982

SAME LAND DESCRIPTION

Assignment approved effective OCT 1 1976

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 4 1976
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

WY-2619 ORIGINAL

CLIFF CREEK AREA

137

Form 3106-5
(February 1971)
FACSIMILE REPRODUCTION by
Tallack's Inc., Denver--244-1631

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976, partnership 15 Goodstein Building Casper, Wyoming 82601	-	25.0%
FARMLAND INTERNATIONAL ENERGY COMPANY 712 First City East Building Houston, Texas 77002	-	25.0%
HARBER OIL EXPLORATION, INC. 527 Tenneco Building Houston, Texas 77002	-	12.5%
ENASCULF, INC. 100 Milam Building, Suite 3000 Houston, Texas 77002	-	12.5%
S OIL & GAS CO. (1971), partnership 5 Broad Street New York, New York 10004	-	12.5%

[redacted] PA[redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT:

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

ecuted this day of , 19

(Assignee's Signature)

(Address, include zip code)

le 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the ted States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

TE OF COLORADO
NTY OF Jefferson } ss.

On June 22nd , 1976, before me personally came the above named
harles A. Shear (who being by me duly sworn, did say that he is the Vice-
ident of Rainbow Resources, Inc.

rporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me e the identical person and officer whose name is affixed to the above instrument as Vice- President of said corporation, acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said cor- ation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of d corporation by authority of its Board of Directors or by authority of its By-Laws.

Commission Expires: March 31, 1980

Notary Public Penny M. McIver
Residing at: Denver, Colorado

GENERAL INSTRUCTIONS

Use of form – Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

Filing and number of copies – File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

Effective date of assignment – Assignment, if *approved*, takes effect on the first day of the month following the date of filing of *all* required papers.

Overriding royalties or payments out of production – Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out herein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

Effect of Assignment – Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 – Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation on such matters, and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* – Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

ASSIGN S REQUEST FOR APPROVAL OF ASS IMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Partnership
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska

Partnership Qualifications filed in W-56943

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 1976

G S OIL & GAS CO. (1976)

(Assignee's Signature)

55 Broad Street
New York, New York 10004

Original Assignee's Request for Approval of Assignment for G S Oil & Gas Co. (1976) attached to W-4982 for the following:

W-37594
W-39832-KGS
W-44448-KGS
W-51826
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30133
W-43965
W-46394
W-52536
W-20136
W-24950
W-12569
W-33103
W-2416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39383
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31983
W-47222
W-33132
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-31939
W-41394
W-45368
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45862
W-12113
W-12571
W-20133
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12577
W-31683
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

W-45869
[redacted]2
W-14188
W-22096
[redacted]
W-16578
W-33565
W-16165
W-10070
[redacted]

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 21 1985
Marion F. Burke
BUREAU OF LAND MANAGEMENT

[redacted] ASSIGN 'S REQUEST FO[redacted]ROVAL OF ASS NMENT [redacted]

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Partnership
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Partnership Qualifications filed in W-56943

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 20th day of September , 1976

RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976

BY: RAINBOW RESOURCES, INC.

(Assignee's Signature)

A General Partner

Charles A. Shear, Vice President
305 Goodstein Building
Casper, Wyoming 82601

(Address, include zip code)

Original Assignee's Request For Approval of Assignment for Rainbow Resources, Inc. Exploration Partnership, 1976 attached to W-4982 for the following leases:

W-37594
W-39832-KGS
W-44448-KGS
W-51626
W-54091
W-30986
W-28612
W-33267
W-49469
W-35646
W-42560
W-37044
W-33246
W-22796
W-36124
W-22420
W-35126
W-5217
W-10843
W-30138
W-43965
W-46394
W-52538
W-20136
W-24950
W-12569
W-33103
W-3416
W-22100
W-23304
W-47017
W-40537
W-15345-A
W-31577
W-20137
W-45257

W-45869
W-33112
W-0320688

W-14661
W-15756
W-12573
W-12574
W-14189
W-21431
W-39388
W-31576
W-39389
W-16859-A
W-16858-A
W-30072-A
W-21431
W-25368
W-41397
W-21430
W-15358
W-15359
W-22103
W-22102
W-26868
W-25354
W-34489
W-34488
W-38938
W-31988
W-47222
W-18102
W-30064
W-35975
W-17211
W-45858
W-55143
W-55659
W-35976
W-12562

W-14188
-22096
W-16678

W-31989
W-41394
W-45868
W-45872
W-45875
W-45870
W-45873
W-38943
W-46998
W-45254
W-47003
W-45862
W-12113
W-12571
W-20138
W-20140
W-12574-A
W-12573-A
W-15349
W-35977
W-14662
W-12572
W-12571-A
W-13452
W-12570
W-24947
W-12847
W-34623
W-21426
W-30065
W-22098
W-44402
W-15755
W-45857
W-45256
W-35985

W-33565
W-16165
W-10070

W-39831-KGS
W-39830-KGS
W-39829-KGS
W-47224-KGS
W-47221

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 21 1985
Marion R Burke
BUREAU OF LAND MANAGEMENT

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in W-830

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 1976

BARBER OIL EXPLORATION, INC.

W. P. Goodson

(Assignee's Signature)

W. P. Goodson, Vice-President

1100 MILAM BUILDING — SUITE 2730
HOUSTON, TEXAS 77002

Original Assignee's Request for Approval of Assignment for Barber Oil Exploration, Inc. attached to W-4982 for the following:

W-37594	W-14661	W-31989	W-39831-KGS
W-39832-KGS	W-15756	W-41394	W-39830-KGS
W-44448-KGS	W-12573	W-45868	W-39829-KGS
W-51626	W-12574	W-45872	W-47224-KGS
W-54091	W-14189	W-45875	W-47221
W-30986	W-21431	W-45870	
W-28612	W-39388	W-45873	
W-33267	W-31576	W-38943	
W-49469	W-39389	W-46998	
W-35646	W-16859-A	W-45254	
W-42560	W-16858-A	W-47003	
W-37044	W-30072-A	W-45862	
W-33246	W-21431	W-12113	
W-22796	W-25368	W-12571	
W-36124	W-41397	W-20136	
W-22420	W-21430	W-20140	
W-35126	W-15358	W-12574-A	
W-5217	W-15359	W-12573-A	
W-10843	W-22103	W-15349	
W-30138	W-22102	W-35977	
W-43965	W-26868	W-14662	
W-46394	W-25354	W-12572	
W-52538	W-34489	W-12571-A	
W-20136	W-34488	W-13452	
W-24950	W-38938	W-12570	
W-12569	W-31988	W-24947	
W-33103	W-47222	W-12347	
W-3416	W-16162	W-34623	
W-22100	W-30064	W-21426	
W-23304	W-35975	W-30065	
W-47017	W-17211	W-22098	
W-40537	W-45858	W-44402	
W-15345-A	W-55143	W-15755	
W-31577	W-55659	W-45857	
W-20137	W-35976	W-45256	
W-45257	W-12562	W-35985	

[redacted]9
[redacted]4188
[redacted]
W-33565
[redacted]16165

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 21 1985
BUREAU OF LAND MANAGEMENT

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate Qualifications filed in M-065500

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of SEP 20 1976, 19 76

FARMLAND INTERNATIONAL ENERGY COMPANY

(Assignee's Signature)

Jim H. Graham, Vice-President
1212 First City East Building
Houston, Texas 77002

Original Assignee's Request for Approval of Assignment for Farmland International Energy Company attached to W-4982 for the following:

W-37594	W-14661	W-31989	W-39831-KGS
W-39832-KGS	W-15756	W-41394	W-39830-KGS
W-44448-KGS	W-12573	W-45868	W-39829-KGS
W-51626	W-12574	W-45872	W-47224-KGS
W-54091	W-14189	W-45875	W-47221
W-30986	W-21431	W-45879	
W-28612	W-39388	W-45873	
W-33267	W-31576	W-36943	
W-49469	W-39389	W-46993	
W-35646	W-16859-A	W-45254	
W-42560	W-16858-A	W-47003	
W-37044	W-30072-A	W-45862	
W-33246	W-21431	W-12113	
W-22796	W-25368	W-12571	
W-36124	W-41397	W-20138	
W-22420	W-21430	W-20140	
W-35126	W-15358	W-12574-A	
W-5217	W-15359	W-12573-A	
W-10843	W-22103	W-15349	
W-30138	W-22102	W-35977	
W-43965	W-26868	W-14662	
W-46394	W-25354	W-12572	
W-52538	W-34489	W-12571-A	
W-20136	W-34488	W-13452	
W-24950	W-38938	W-12570	
W-12569	W-31988	W-24947	
W-33103	W-47222	W-12347	
W-3416	W-26182	W-34623	
W-22100	W-30064	W-21426	
W-23304	W-35975	W-30065	
W-47017	W-17211	W-22098	
W-40537	W-45858	W-44402	
W-15345-A	W-55143	W-15755	
W-31577	W-55659	W-45857	
W-20137	W-35976	W-45256	
W-45257	W-12562	W-35985	
W-45869	W-14188	W-33565	
W-33112	22096	W-16165	
W-0320686	W-16678	W-10070	

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 21 1985
BUREAU OF LAND MANAGEMENT

144

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1985 NOV 27 PM 3:11
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-82235

Lease effective date 8 - 1 - 85

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

FENWICK PARTNERSHIP

Address (include zip code)

1331 Third Street
New Orleans, Louisiana 70130

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

T 28 N R, 105 W: Sublette, Wyoming

Sec 4: Lots 1, 2, 5, 6, S1/2
Sec 10: E1/2 NW1/4, SW1/4 NW1/4
Sec 11: NW1/4 SW1/4
Sec 14: E1/2
Sec 24: NW1/4
T 29 N, R 105 W
Sec 32: All
Sec 33: W1/2

209840

totaling 1970.74 acres

Assignment approved as to lands described below

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC 19 1985
Manager
BUREAU OF LAND MANAGEMENT

RECORDED December 12 1985 8:00 AM
IN BOOK 76 Oil & Gas PAGE 144
FEES $6 Lorey Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1 day of October, 1985.

(Assignor's Signature)

3925 N. Service Rd, West, Room 105
(Assignor's Address)

Eleven March Partners
H.M. Favrot, Jr.
Designated Partner

Metairie, Louisiana 70002
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This fo[redacted] reproduced provided that copies are ex[redacted]ductions on one sheet of both sides of t[redacted]l form in accord-

[redacted] [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 1985 .

Bryan Bell
(Assignee's Signature)

Bryan Bell, Managing General Partner
of Fenwick Partnership

1331 Third Street
(Assignee's Address)

New Orleans, LA 70130
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

STATE OF LOUISIANA
COUNTY ~~OF~~ PARISH OF Jefferson

WY-PTR

The foregoing instrument was acknowledged before me by H.M. FAIROTH, JR., Designated Partner of ELEVEN MARCH PARTNERS, a partnership, this 1st day of October, 1985.

Witness my hand and official seal.

Joanne Zeringue Kuebel
NOTARY PUBLIC

[Seal]
My Commission Expires upon my death

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

146

Supercedes that certain assignment from Belco Petroleum Corporation to Belco Development Corporation dated December [illegible] 1983 but effective July, 29, 1983.

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-27878

Lease effective date April 1, 1971

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE 209892

RECORDED Dec 17 1985 8:00 AM
IN BOOK 76 Off PAGE 146
FEES 10.00 SUBLETTE COUNTY CLERK
by Dorothy McAllister

PART I

1. Assignee's Name

Belco Development Corporation

Address (*include zip code*)

10000 Old Katy Road, Suite 100, Houston, TX 77055

The undersigned, as owner of see below* percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 112 West, 6th P.M.
Section 1: SE4 87.5%*
Insofar as from the surface of the Earth to the stratigraphic equivalent of 10,185 feet below as drilled in the Figure Four Federal #1-1 well located SE4 SE4 Section 1, T27N-R112W.

Subject to 8.875% overriding royalty** inclusive of Gulf's proportionately reduced 5.5% and Dow's 1.375% before payout.

Section 12: N2 NE4 61.25%*
Insofar as from the surface of the Earth to the stratigraphic equivalent of 10,185 feet below.

Subject to 2.0% overriding royalty.**

Containing 240.0 acres more or less in Sublette County, Wyoming.

Said assignment being subject to: Belco Petroleum Corporation and Dow Chemical Company agreement dated 3-13-81.
Belco Petroleum Corporation and Gulf Oil Corporation agreement dated 2-18-81.
as amended 5-18-81.
as amended 6-09-81.

This assignment to correct overriding royalty previously reserved (item #6) as stated in assignment from Belco Petroleum Corporation to Belco Development Corporation dated 12-21-83 but effective 7-29-83.

3. Specify interest or percent of operating rights being conveyed to assignee	All*
4. Specify interest or percent of operating rights being retained by assignor	none
5. Specify overriding royalty interest being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any varies by tract -	see above**

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7th day of February, 1985, in quadruplicate originals, but to be effective the 29th day of July, 1983.

Belco Petroleum Corporation

By: R. M. Chiste (Assignor's Signature)
Agent and attorney-in-fact

10000 Old Katy Road
(Assignor's Address)

Houston Texas 77055
(City) (State) (Zip Code)

BDC: 1255-004

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted] (Title) [redacted]

NOTE: [redacted]

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 7th day of February, 19 85.

Belco Development Corporation

J. M. Oswald (Assignee's Signature)
Executive Vice President

10000 Old Katy Road, Suite 100
(Assignee's Address)

Houston (City) Texas (State) 77055 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.
2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.
3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 - 644

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. M. Oswald, known to me to be the person whose name is subscribed to the foregoing instrument, as Executive Vice President of BELCO DEVELOPMENT CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of February, 1985.

Debra J. Dennis
Notary Public in and for
the State of Texas

My Commission Expires:

DEBRA J. DENNIS
~~Notary Public in and for the State~~
of Texas
My Commission Expires December 14, 1987

STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. M. Chiste, known to me to be the person whose name is subscribed to the foregoing instrument, as Agent and Attorney-in-Fact of BELCO PETROLEUM CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of February, 1985.

Debra J. Dennis
Notary Public in and for
the State of Texas

My Commission Expires:

DEBRA J. DENNIS
Notary Public in and for the State
of Texas
My Commission Expires December 14, 1987

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THE STATE OF WYOMING X
X Know all men by these presents:
COUNTY OF SUBLETTE X

WHEREAS, the undersigned, hereinafter referred to as "Assignors", are the owners of the following described Oil, Gas and Mineral Lease, covering lands hereinafter more particularly described, situated in Sublette County, Wyoming, to-wit:

United States of America Oil and Gas Lease dated July 1, 1977, wherein Karen V. Martin is original Lessee, bearing Wyoming serial number W-59393, covering the E/2 W/2 Section 13 and the NE/4 NW/4 Section 24, T27N, R112W, 6th P.M.

NOW THEREFORE, for and in consideration of Ten Dollars (10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby bargain, sell, assign and convey in proportion to our record ownership, unto each of the following named parties, their respective heirs, successors and assigns the overriding royalty interest specified after their respective names, in and to the above described Oil and Gas Lease, to wit:

Sigmar, Inc. 1804 First National Bank Bldg. Midland, Texas 79701	.83333% of 8/8ths
LAJ Corporation 1804 First National Bank Bldg. Midland, Texas 79701	.83333% of 8/8ths
Judson Investment Corporation 1804 First National Bank Bldg. Midland, Texas 79701	.83334% of 8/8ths
Nancy Anderson Olson P.O. Box 136 Midland, Texas 79702	.50000% of 8/8ths
Janet Anderson Loeffler P.O. Box 136 Midland, Texas 79702	.50000% of 8/8ths
Gary Anderson Fell P.O. Box 136 Midland, Texas 79702	.50000% of 8/8ths
Kenneth Donald Anderson P.O. Box 136 Midland, Texas 79702	.50000% of 8/8ths
Karen Anderson Reichert P.O. Box 136 Midland, Texas 79702	.50000% of 8/8ths
T O T A L	5.00000% of 8/8ths

Said overriding royalty shall be free and clear of all cost of development or production, but shall bear its proportionate share of all severance and production taxes, and shall be determined, computed and paid or delivered to Assignee in the same manner provided for payment of the Lessor's royalty in the lease described above.

209893

RECORDED December 17 1985 8:00 AM
IN BOOK 76 OF PAGE 150
FEE $10.50 COUNTY CLERK
SUBLETTE COUNTY CLERK

[redacted] [redacted] #153

In the event the lease described above covers less than the full mineral interest in the lands described therein, or any portion thereof, then the overriding royalty interest herein conveyed shall be proportionately reduced and shall be payable to Assignees in the proportion that mineral ownership of the Lessor in the land from which production is obtained bears the full mineral ownership in said land.

Assignors, their successors and assigns, shall have the right to pool, combine or unitize the lease described above and any lease or mineral interest in any manner and at any time before or after production, without the consent or approval of Assignees, their heirs or assigns. In the event the acreage covered by said lease, or any portion thereof is pooled, combined or unitized with other lands, leases or mineral interest to comprise a unit (or units), Assignees herein shall receive from production, in lieu of the overriding royalty herein specified only such portion thereof that the number of acres to which the overriding royalty is applicable and which are included in the unit bears to the total number of acres in the unit.

This Assignment is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, this instrument was executed the 1st day of July, 1985, but effective for all purposes as of October 1, 1984.

W. D. ANDERSON & SONS

Ada A. Anderson

By: Payton V. Anderson

William H. Martin

R. Ken Williams

Edward H. Judson

THE STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on this 24th day of October, 1985, by Ada A. Anderson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

My Commission Expires:

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared Payton V. Anderson, known to me to the be person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of October, 1985.

My Commission Expires:

Name:
Notary Public in and for the
State of Texas

THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared William H. Martin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of November, 1985.

My Commission Expires:

September 20, 1989

Lisa Gayle Salmon
Name: Lisa Gayle Salmon
Notary Public in and for the
State of Texas

THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared R. Ken Williams, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of November, 1985.

My Commission Expires:

September 20, 1989

Lisa Gayle Salmon
Name: Lisa Gayle Salmon
Notary Public in and for the
State of Texas

THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared Edward H. Judson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of November, 1985.

My Commission Expires:

September 20, 1989

Lisa Gayle Salmon
Name: Lisa Gayle Salmon
Notary Public in and for the
State of Texas

Form Approved by the Board
and Effective March 1, 1982

LEASE NO. 8[redacted]352
PARCEL NO. 278
FUND COMMON SCHOOL

STATE OF WYOMING
OIL AND GAS LEASE FORM

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners, as lessor, and

ROBERT J. O'BRIEN, as lessee.

WITNESSETH:

Section 1. PURPOSE. The lessor, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by lessee, does hereby grant and lease to the lessee, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to wit:

640.00 Acres Rec.Tr.40(Orig.All Sec.16), T. 27 N., R. 115 W., 6th P. M.

209934 RECORDED December 20, 1985 10:00 A.M.
IN BOOK 76 Oil & Gas PAGE 153
FEES 6.00 Lois J. Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Chesney, Deputy

County Sublette Total Acres 640.00 Advance Rental $ 640.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

Section 4. Lessee expressly represents that, if an individual, lessee is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age - and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to and operations by lessee hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

IN WITNESS WHEREOF, this lease has been executed by lessor and lessee to become effective on the 2nd day of May, 1983 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

DEPUTY By Bob R Bullock
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: Robert J O'Brien

Address 988 Aikmes City Port Charlotte
State Florida 33952 (Zip) Telephone No. 813-625-2006

153
665729

154

Then Recorded
Return to:
Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Dept.

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

(a) BOND: To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or other security acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonal be amounts as the lessor may require upon commencement of drilling operations and after the discovery of oil or gas.

(b) PAYMENTS: To make all payments accruing hereunder to the Commissioner of Public Lands - 2424 Pioneer Avenue, Cheyenne, Wyoming 82002.

(c) RENTALS: Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $2.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which such oil or gas discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by appropriate law. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable on or before the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent by the lessor, and a penalty of $1.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay rental or accrued penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default is sent, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease, nor relieve the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty, nor to any benefit, based on the payment of rental on an operating lease.

(d) ROYALTIES: The royalties to be paid by lessee are:

(i) On oil, one sixth of that produced and saved from the leased lands, or the cash equivalent at the wells or to the credit of lessor into the pipeline to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances produced from said land, saved and sold or used off the premises or for the manufacture of gasoline or other products therefrom, the market value at the well of one sixth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one sixth of the amount or value of the sales.

(iii) On all other hydrocarbons of value recovered from any mine or deposit, including propane, butane, sulphur, helium, carbon dioxide, and the like, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item, provided, however, that the allowance for the cost of extraction may exceed two thirds of the amount or value only on the approval of the lessor, and in no event shall the price for gas, or natural gasoline be less than that received by the United States of America for its royalties from the same field.

(v) In cases where natural gas is processed and the entire output is not sold at the plant, royalty therefrom only one royalty shall be paid, except on the amount by which the gas sold at the plant is increased in value, which shall then constitute a separate commodity and royalty shall be paid thereon as above provided.

(vi) Natural gas and oil actually used for operating purposes upon the land and except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for repressuring the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS: To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced or at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas or other hydrocarbons in kind such as oil, gas or other kindred hydrocarbons shall be good merchantable oil, gas or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided that the lessee shall not be held liable for loss or destruction of royalty oil subsequent hereto caused by forces beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION: To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report such production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipeline reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS: Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twenty-fifth (25th) day of the calendar month succeeding the month of production and removal and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production per well of royalty oil or gas from the land hereby leased, and the quantity and quality of the production per well where pro rata allocation of wells upon contributing or contiguous lands operated by the lessee, his operator or sub lessee, and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED: To drill and operate all offset wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas contents of said land.

(i) LOG OF WELLS AND REPORTS: To keep a log in the form approved by the lessor, of each well drilled by the lessee on the lands hereby leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works or operations in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION: To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas hereunder by wells operated by the lessee or others on adjoining or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those normally employed in the area shall first be presented to the lessor for approval before being put into operation.

No production agreements limiting, restricting, pooling or unitizing [illegible]

& FARM LOANS
MIN. COMM. OF PUBLIC LANDS
1983 MAY -6 AM 10: 29

production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) SUSPENSION OF OPERATIONS: Should any well drilled upon lands covered by this lease obtain production of oil, gas or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for, and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l) DILIGENCE - PREVENTION OF WASTE: To exercise reasonable diligence in drilling, producing and operating of wells on the lands covered hereby, unless consent to suspend operations temporarily is granted by the lessor. To carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the conservation and conservation of the property for future productive operations, and to the health and safety of workmen and employees, to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, nor to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against damage by wells drilled on lands adjoining less than 200 feet from the property lines thereof, to conduct all operations subject to the inspection of the lessor, to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the separating and fencing of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense, to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface (if other than the lessor) or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided that the lessee shall not be held responsible for acts of providence or other causes beyond his control.

(m) TAXES AND WAGES - PREFERENCE OF PURCHASE: To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n) ASSIGNMENTS OF LEASE - PRODUCTION AGREEMENTS: Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board or by the Commissioner when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of the approval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE: To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissioners insofar as the surface is necessary for the use of the lessee in the conduct of operations hereunder.

(b) The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by this lease in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c) From the operation of this lease all unpatented lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights of way and easements as provided by the statutes of the State of Wyoming, as long as such rights of way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d) The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to such leased lands as provided in Section 3(e) below.

(e) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National conservation and proration authorized by law.

(f) In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to properly use the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS: The lessee shall have the right, subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to Farm Loan Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE: The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER: This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Commissioner or at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Commissioner, a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to such order or relinquishment becoming effective, shall be paid by lessee, unless payment thereof shall be waived by lessor. A relinquishment having been approved, there shall be no recovery by lessee and the lease as to the relinquished lands may not be reinstated.

Sec 1 (p)

provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being [redacted] and so long thereafter [redacted] or gas may be produced in [redacted] paying quan[redacted]

PARTIAL ASSIGNMENT OF OBLIGATION PAYABLE OUT OF PRODUCTION

THIS PARTIAL ASSIGNMENT, made and entered into this 15th day of August, 1984, by and between ELIZABETH B. GORMAN a single woman, 1600 South Lea, Roswell, NM 88201, hereinafter referred to as Assignor (whether one or more), and SCOTT A. HARRIS, JUDY HARRIS, and ABBY H. YATES, in equal shares, hereinafter referred to as Assignees (whether one or more):

WITNESSETH:

WHEREAS, the undersigned Assignor is the owner and holder of a valid and subsisting obligation payable out of production heretofore created under the terms of which the Assignor is entitled to receive the sum of $3,000.00 per acre out of five per cent (5%) of all of the oil and gas which may be produced, saved and marketed from the following described lands situated in Sublette County, Wyoming, to-wit:

TOWNSHIP 31 NORTH, RANGE 111 WEST, 6TH P.M.

Section 3: Lots 1,2,3,4, S½N½, S½
Section 9: W½NE¼, SE¼NE¼, S½
Section 10: N½, SE¼
Section 27: All

Containing 2200.13 acres, more or less,

said obligation being payable under the terms of that certain Oil and Gas Lease made and entered into by and between the United States as lessor and Elizabeth B. Gorman as lessee, bearing Serial Number W-55629 under date of September 1, 1976, or any extension or renewal thereof; and

WHEREAS, the Assignor is desirous of assigning to the Assignees an undivided interest in and to the above described obligation payable out of production,

NOW THEREFORE, the undersigned Assignor for and in consideration of the sum of $10.00 and other good and valuable considerations in hand paid by the Assignees to the Assignor, receipt whereof is hereby confessed and acknowledged, does hereby sell, transfer, assign, set over and convey unto said Assignees, their heirs, personal representatives and assigns an undivided THREE-FOURTHS (3/4THS) interest in and to the above described obligation payable out of production, with the right to receive and receipt for said proportionate part of all sums which may become due and payable under the terms of said obligation, exactly the same as if said Assignees had owned said undivided interest therein at the time said obligation was created.

TO HAVE AND TO HOLD said undivided interest in and to the above described obligation unto said Assignees, their heirs, personal representatives and assigns forever.

IN WITNESS WHEREOF, this assignment is executed in duplicate as of the day and year first hereinabove written.

Elizabeth B Gorman
ELIZABETH B. GORMAN

STATE OF NEW MEXICO)
(ss
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 15th day of August 19 84, by Elizabeth B. Gorman, a single woman.

MY COMMISSION EXPIRES:

Aug 2, 1985

Lois Marbach
NOTARY PUBLIC

209975

RECORDED Dec 23, 1985 8 AM
IN BOOK 155
FEES $25.00 Sandy Yates COUNTY CLERK
SUBLETTE COUNTY CLERK

AFFIDAVIT

STATE OF TEXAS §
§ ss.
COUNTY OF HARRIS §

R. W. Holder, Being duly sworn, deposes and says that:

1. He is a Senior Lease Analyst for Belco Development Corporation, 10,000 Old Katy Road, Houston, Texas 77055.

2. He is familiar with the following described documents which are attached as Exhibits to this Affidavit:

Department of the Interior Oil and Gas lease, EVANSTON-023340, dated July 1, 1948, issued E. Cecil McGavin.

Assignment of Oil and Gas lease, EVANSTON 023340 from Arthur B. Belfer to Selma Ruben dated July 9, 1953.

Assignment of Record Title, EVANSTON 023340 from Selma Ruben to David C. Bintliff dated July 11, 1955.

Assignment of Record Title, EVANSTON 023340 from Selma Ruben to Belco Petroleum Corporation dated August 28, 1957.

Assignment of Record Title, EVANSTON 023340 from David C. Bintliff to Belco Petroleum Corporation dated September 28, 1959.

Assignment of Record Title, EVANSTON 023340 from Belco Petroleum Corporation to Belco Development Corporation effective July 29, 1983.

Assignment of Operating Rights, EVANSTON 023340 from Belco Petroleum Corporation to Belco Development Corporation effective July 29, 1983.

3. Reported federal and state decisions hold that constructive notice exists as to all instruments recorded in the county records which concern federal oil and gas leases, and that only by recording such instruments in the county records is the protection afforded by the recording statutes obtained. Therefore, for the purposes of invoking the legal protection of constructive notice as to the above described assignments, Affiant has executed this Affidavit which he will cause to be recorded in the records of the Sublette County Clerk, State of Wyoming.

BELCO DEVELOPMENT CORPORATION

By: R. W. Holder
"Affiant"

209976

RECORDED December 23 1985 8:00 AM
IN BOOK 76 Misc. PAGE 156
FEES $30.00 Lorna J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

BDC: 1100-016

STATE OF TEXAS §
§ ss.
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 15th day of November, 1985, by R. W. Holder.

Witness my hand and official seal.

My Commission Expires: DEBRA J. DENNIS Notary Public In and for the State of Texas My Commission Expires December 14, 1988

Debra J. Dennis
Notary Public

0225K/66

[redacted] for federal l[redacted] WYOMING 023340. [redacted]

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
E 023340

Lease effective date
07/01/48

PART I

Assignee's Name

RELCO DEVELOPMENT CORPORATION

Address (include zip code)

10,000 Old Katy Road, Houston, Texas 77055

The undersigned, as owner of See below percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

T28N-R112W, 6th Prin Mer., Wyoming
Tract 1 - Section 7 - SW4NE4, SE4NW4, NE4SW4, NW4SE4, S2SE4
Zone 1 - Surface to 3359 ft - 50%
Zone 2 - All rights below 3359 ft - 100%
Tract 2 - Section 5 - All
Section 6 - Lots 1, 3-18, E2SW4, SE4
Section 7 - E2NE4, NW4NE4, N2NW4, SW4NW4, W2SW4, SE4SW4, NE4SE4
Section 8 - NW4, W2SW4 - 100%
Containing 2559.34 acres, more or less
Sublette County, Wyoming

Owner interest owned to depths as specified above

. Specify interest or percent of operating rights being conveyed to assignee	All
. Specify interest or percent of operating rights being retained by assignor	-0-
. Specify overriding royalty interest being reserved by assignor	None
. Specify overriding royalty previously reserved or conveyed, if any	3%

. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

t is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to verriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 7 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.
This assignment is made without warranty of title, either express or implied.

CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this day of , 1983 , in quadruplicate originals, but to be effective the 29th day of July, 1983.

ELCO PETROLEUM CORPORATION

R. A. Grinstead
(Assignor's Signature)

R. A. Grinstead
Vice President

One Dag Hammarskjold Plaza
(Assignor's Address)

New York	New York	10017
(City)	(State)	(Zip Code)

BDC Lease # 1100-010

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 01 1983 By
(Authorized Officer)

Chief, Oil & Gas Section

APR 06 1984

FOR ASSIGNEE

157

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this - day of , 19 83 .

BELCO DEVELOPMENT CORPORATION

J. M. Oswald
(Assignee's Signature)

J. M. Oswald
Senior Vice President

10,000 Old Katy Road
(Assignee's Address)

Houston (City) Texas (State) 77055 (Zip Code).

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 • 844

[redacted] for Federal Lea[redacted]ANSTON 023340. [redacted]

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
E 023340

Lease effective date
07/01/48

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

BELCO DEVELOPMENT CORPORATION

Address (include zip code)

10,000 Old Katy Road, Houston, Texas 77055

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

T28N-R112W, 6th Prin Mer., Wyoming
Section 5 - All
Section 6 - Lots 1, 3-18, E2SW4, SE4
Section 7 - All
Section 8 - NW4, W2SW4
Containing 2559.34 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	All
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This assignment is made without warranty of title, either express or implied.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this day of , 19 83 , in quadruplicate originals, but to be effective the 29th day of July, 1983.

BELCO PETROLEUM CORPORATION

R. A. Grinstead
(Assignor's Signature)

R. A. Grinstead
Vice President

One Dag Hammarskjold Plaza
(Assignor's Address)

New York New York 10017
(City) (State) (Zip Code)

BBC Lease # 1100-010

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 21 1983 By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 06 1984
(Date)

FOR ASSIGNEE

159

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19 83

BELCO DEVELOPMENT CORPORATION

J. M. Oswald
(Assignee's Signature)

J. M. Oswald
Senior Vice President

10,000 Old Katy Road
(Assignee's Address)

Houston (City) Texas (State) 77055 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

[redacted] for federal lease [redacted] STON 023340. [redacted]

Form No. 4-1175
July 1955

Facsimile reproduction

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TO BE FILLED IN BY LESSEE
Receipt No. 01624

The following to be filled in by land office when new serial number is required:

New Serial No. .....

OFFICE STAMP

[illegible] 7 PM 52

EVANSTON
Office 023340
Serial No. July 1, 1948
Date of Lease .....

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

CHEYENNE, WYOMING

for good and valuable consideration does hereby assign to BELCO PETROLEUM CORPORATION
(Name and address)

630 Third Avenue, New York 17, N. Y.

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1 Lands requested by this assignment:

T. 28 N., R. 112 W. 6th P. M.
Sublette County, Wyoming
Sec. 5: All
* 6: Lot 1 & lots 3 thru 18, incl., 1/2SW1/4, SE1/4
* 7: All
* 8: NW1/4, W1/2SW1/4

2559.3 acres

2 Lands approved by this assignment:

[illegible]

SUBJECT TO PRODUCTION PAYMENT(S) & Mortgages

3. Interest of assignor in such lands 25% PER ATTACHED RIDER
4. Extent of such interest conveyed to assignee 100% of said 25%
5. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved 3% of said 25% (State percentage only)

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this assignment."

Executed and witnessed this ..... day of SEP 28 1959 19 59

WITNESS:

Constance C. Corbitt

DAVID C. BINTLIFF (Assignor's signature)
Bank of the Southwest Building, Houston, Texas
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
   Corporation or other legal entity (specify what kind) corporation
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto and previously filed with lease Wyoming 01332.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto. 6. Assignee is the sole party in interest in this lease.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this request."

Executed and witnessed this ..... day of SEP 28 1959 19 59

[redacted]ATTEST:
WITNESSES:

John P. Dietzel
(Name and address)
John P. Dietzel-Asst. Secretary
(Name and address)

BELCO PETROLEUM CORPORATION
Lawrence Ruben (Assignee's signature) Executive Vice President
630 Third Avenue, New York 17, New York
(Address)

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA

By Cecil L. Hardie
Cecil L. Hardie (signing officer)
Manager, Land Office
Box 929, Cheyenne, Wyoming

NOTE.—18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

SUBJECT TO a first and prior lien previously granted to El Paso Natural Gas Company by Belco Petroleum Corporation and David C. Ratliff, now of record, covering the below described portion of the subject lease:

T. 20N., R. 112 W., 6th PM
Sec. 7: All

R I D E R

ECR

Evan. 0233/0
ASSIGNMENT OF LEASE

SUBJECT TO a Production Payment in the original sum of $650,000.00 previously conveyed to Daniel C. Arnold, December 18, 1958, in the primary amount, plus a secondary amount equal to (6%) per annum on the outstanding balances of the primary amount from time to time remaining unpaid, payable out of 30% of assignor's 25% of (8/8) eight-eighths of all oil and gas in an under, that may be produced, saved and marketed from these lands and other lands.

[redacted] for federal lease EVANSTON 023340 [redacted]

Form No. 4-1175
July 1955

Facsimile reproduction
KINTZELE - CASPER
P. O. BOX 741

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TO BE FILLED IN BY LESSEE
Receipt No. .....
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Evanston
Serial No. 023340
Date of Lease July 1, 1948

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to BELCO PETROLEUM CORPORATION (Name and address)

42 Broadway, New York 4, New York,

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:	2. Lands approved by this assignment:
T. 28 N., R. 112 W., 6th PM, Sublette County, Wyoming. Sec. 5: All 6: Lot 1 and lots 3 thru 18, inc., E½ SW¼, SE¼ 7: All 8: NW¼, W½SW¼, Containing 2,559.34 acres, more or less.	Same land description as item 1.

3. Interest of assignor in such lands 75% of 100%
4. Extent of such interest conveyed to assignee 100% of said 75%
5. Overriding royalty reserved herein to assignor none (State percentage only)
(See item 6 of Instructions.)
6. Overriding royalties previously reserved 3% (State percentage only)

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this assignment."

Executed and witnessed this 28 day of August 19 57

WITNESS:

A. B. Halber

Selma Ruben (Assignor's signature)
SELMA RUBEN
3530 Henry Hudson Parkway
Bronx 63, N.Y.

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
Corporation or other legal entity (specify what kind) corporation
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

XXXX previously filed with Cheyenne office 4th lease Evanston 023340

The undersigned agrees to be bound by the terms and provisions of said lease, if approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this request."

Executed and witnessed this 28 day of August 19 57

WITNESSES:
XXXXXXXX Attest:
A. B. Halber Asst Secy
(Name and address)

(Name and address)

BELCO PETROLEUM CORPORATION
BY: Arthur B. Belfer (Assignee's signature)
ARTHUR B. BELFER, President,
42 Broadway, New York 4, N.Y.

Assignment approved effective SEP 1 1957

THE UNITED STATES OF AMERICA
By: Clay Cutler (Signing officer)
Manager, Land Office
P. O. Box 929, Cheyenne, Wyo.

NOTE.—18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. *Use of Form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements or subleases. The assignor must fill in items 1 to 5 inclusive, and also insert in the appropriate spaces the office, serial number, and effective date of the lease involved in the assignment. If less than all of the lands in the lease are assigned, the specific subdivisions involved must be shown.

2. *Copies and Fees.* All record title assignments must be filed in triplicate in the proper land office. If the land is in a State in which there is no land office they must be filed with the Bureau of Land Management, Washington 25, D. C. Where more than one assignment is made out of a lease a separate instrument of transfer for each assignment must be filed. An assignment may cover lands in only one lease. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a fee of $10. Such fee will not be returned even though the assignment later be withdrawn in whole or in part. Any assignment unaccompanied by the required fee will not be accepted.

3. *Citizenship.*—An individual must show that he is 21 years of age or over and will indicate whether a citizen by birth or naturalization. If production is obtained under the lease or allocated to it, the citizenship status of the assignee will be verified.

4. *Qualifications of Corporations.*—If assignee is a corporation it must show it is qualified with respect to the citizenship provision by filing a copy of its articles of incorporation, certified to by the Secretary of the State of incorporation and it must furnish a statement showing the percentage of each class of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or if all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens of the excepted class, its application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. A corporation also must furnish either the minutes of the meeting of the board of directors, or a copy of the bylaws indicating the officer signing the application has authority to do so, or a certificate of the Secretary or assistant secretary of the corporation to that effect over the corporate seal. Where a corporation has previously filed in any land office any of the documents required by this and the previous paragraph, a reference to that file by serial number may be made in lieu of the document together with a statement of any subsequent amendments. A single copy of any additional information required by the provisions of this and the preceding paragraph will be sufficient.

5. *Payment Out of Production.*—Any overriding royalties or payments out of production created by an assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved, outline in detail the amount, method of payment, and other pertinent terms.

6. *Bonds.*—Where an assignment is of an entire lease which is covered by an outstanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an undivided lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either form 4–1167 or 4–1168 applicable to the State and the act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.

7. *Lease Account.*—All rentals and royalties due under a lease must be paid when an assignment is filed, or before the assignment is reached for action, otherwise the lease may be canceled.

8. *Assignment of Separate Zone or Deposit.*—An assignment of a separate zone or deposit or of a part of a legal subdivision will not be approved unless the necessity therefore is established by clear and convincing evidence which must accompany the request for approval of the assignment.

[redacted] for federal lease [redacted]STON 023340. [redacted]

With acreage changed to 46,080

Form No. 4-1175
(July 1951)

Facsimile reproduction
Kintsel Blue Print Co.
Box 741
Casper, Wyoming

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFICE STAMP

NOT TO BE FILLED IN BY LESSEE

Receipt No. .....

The following to be filled in by land office when new serial number is required:

New Serial No. .....

Office Wyoming
Serial No. Evanston 023340
Date of Lease July 1, 1948

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to .....
(Name and address)

David C. Bintliff, 812 Rusk Avenue, Houston 2, Texas

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands affected by this assignment:

T. 28 N., R. 112 W., 6th. P.M., Sublette County, Wyoming

Section 5: All
6: Lot 1 and lots 3 thru 18, E½ SW¼, SE¼
7: All
8: NW¼, W½ SW¼

2,559.34 acres, more or less

2. Interest of assignor in such lands ..... 100% .....
3. Extent of such interest conveyed to assignee ..... 25% of said 100% .....
4. Overriding royalty reserved herein to assignor ..... None .....
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved ..... 3% .....
(State percentage only)

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this assignment."

Executed and witnessed this 11th. day of July 1955

WITNESS:

A. M. Hatter

Selma Ruben
Selma Ruben
(Assignor's signature)

1155 Ocean Avenue, Brooklyn, New York
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born X Naturalized .....
Corporation or other legal entity (specify what kind) .....
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this assignment."

Executed and witnessed this ..... day of ..... 1955.

WITNESSES:

David C. Bintliff

.....
(Name and address)

.....
(Assignee's signature)

.....
(Name and address)

812 Rusk Avenue, Houston 2, Texas
(Address)

Assignment approved effective .....

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

.....
(Title)

INSTRUCTIONS

1. *Use of Form.*—This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements or subleases. The assignor must fill in items 1 to 5 inclusive, and also insert in the appropriate spaces the office, serial number, and effective date of the lease involved in the assignment. If less than all of the lands in the lease are assigned, the specific subdivisions involved must be shown.

2. *Copies and Fees.*—All record title assignments must be filed in triplicate in the proper land office. If the land is in a State in which there is no land office they must be filed with the Bureau of Land Management, Washington 25, D. C. Where more than one assignment is made out of a lease a separate instrument of transfer for each assignment must be filed. An assignment may cover lands in only one lease. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a fee of $10. Such fee will not be returned even though the assignment later be withdrawn in whole or in part. Any assignment unaccompanied by the required fee will not be accepted.

3. *Citizenship.*—An individual must show that he is 21 years of age or over and will indicate whether a citizen by birth or naturalization. If production is obtained under the lease or allocated to it, the citizenship status of the assignee will be verified.

4. *Qualifications of Corporations.*—If assignee is a corporation it must show it is qualified with respect to the citizenship provision by filing a copy of its articles of incorporation, certified to by the Secretary of the State of incorporation and it must furnish a statement showing the percentage of each class of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or if all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens of the excepted class, its application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. A corporation also must furnish either the minutes of the meeting of the board of directors, or a copy of the bylaws indicating the officer signing the application has authority to do so, or a certificate of the Secretary or assistant secretary of the corporation to that effect over the corporate seal. Where a corporation has previously filed in any land office any of the documents required by this and the previous paragraph, a reference to that file by serial number may be made in lieu of the document together with a statement of any subsequent amendments. A single copy of any additional information required by the provisions of this and the preceding paragraph will be sufficient.

5. *Payment Out of Production.*—Any overriding royalties or payments out of production created by an assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved, outline in detail the amount, method of payment, and other pertinent terms.

6. *Bonds.*—Where an assignment is of an entire lease which is covered by an outstanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an undivided lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either form 4–1167 or 4–1168 applicable to the State and the act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.

7. *Lease Account.*—All rentals and royalties due under a lease must be paid when an assignment is filed, or before the assignment is reached for action, otherwise the lease may be canceled.

8. *Assignment of Separate Zone or Deposit.*—An assignment of a separate zone or deposit or of a part of a legal subdivision will not be approved unless the necessity therefore is established by clear and convincing evidence which must accompany the request for approval of the assignment.

[redacted] for federal leas[redacted]STON 023340. [redacted]

No. 0-7 ASSIGNMENT

FROM KINTZEL BLUE PRINT CO.
114 N. CENTER, CASPER, WYOMING

RECEIVED
BUREAU OF LAND MANAGEMENT
LAND AND SURVEY OFFICE
JUL 20 1953
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
Washington, D. C.

Oil and Gas Lease **Evanston**

Serial No. **023340**

Arthur B. Belfer, Lessee

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS AGREEMENT, dated the **9th** day of **July**, 19**53**, by and between **Arthur B. Belfer**, whose address is **47 Rodney St., Brooklyn, N. Y.** hereinafter called "Assignor," and **Selma Ruben**, whose address is **1155 Ocean Ave, Brooklyn, N. Y.** hereinafter called "Assignee,"

WITNESSETH:

WHEREAS, pursuant to an application filed with the Secretary of the Interior, bearing **Evanston** Serial Number **023340**, there was issued under date of **July 1, 1948**, to said Assignor, a United States Oil and Gas Lease bearing the above serial number and covering the following described land situated in **Sublette** County, State of **Wyoming**, that is:

T. 28 N., R. 112 W., 6th P.M., Wyoming

Section 5: All
6: Lot 1 and lots 3 thru 18, incl., E½ SW¼, SE¼
7: All
8: NW¼, W½ SW¼

2,559.34 acres

and

WHEREAS, Assignor desires to sell and assign, as herein provided, to Assignee the above described lease;

NOW THEREFORE:

In consideration of the sum of **Ten Dollars** ($**10.00**) paid by Assignee to Assignor, receipt of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants hereinafter set forth, Assignor does hereby grant, bargain, sell, convey, transfer, set over and assign to Assignee the above-described United States Oil and Gas Lease, TO HAVE AND TO HOLD the same unto Assignee forever.

1. This agreement, notwithstanding the date at the beginning hereof, shall become effective at the time of execution and acknowledgment hereof by Assignee, and, when so executed, shall cover and relate to any lease heretofore or hereafter issued pursuant to the application hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the Assignor for said land, or any part thereof, under any Act of Congress heretofore or hereafter enacted. The term "said lease," as hereinafter used, shall refer to any such lease hereinabove described.

2. As to said land, Assignor warrants that Assignor is the sole and absolute owner of said lease, and that said lease is not subject to any prior sale, assignment, operating agreement, royalty, rental, financial burden, restriction, condition or obligation of any kind or character other than those imposed by the United States Government by law, regulation, or the terms of such lease, and Assignor agrees to protect Assignee against any expense, loss or damage arising as a result of any claims or rights asserted by, through, or under the Assignor.

3. Assignee hereby accepts this assignment and agrees to be bound and abide by all of the terms, conditions and covenants of said lease.

4. Assignee may surrender or relinquish said lease to the ~~Lessor~~ Lessee as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor.

5. Assignee, in performing any operations under said lease, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and a provision identical with the foregoing shall be included in all contracts made by Assignee relating to such operations.

6. If the Secretary of the Interior shall refuse to approve this assignment, Assignor agrees to execute such other or further instrument or instruments transferring to Assignee the rights hereinabove set forth, or the equivalent thereof, as may be acceptable to said Secretary.

7. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the Act of Congress under and by virtue of which said lease is issued, or of any regulations of the Department of the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said Act or such regulations or against public policy, and, except as to the provisions so eliminated, shall remain and be in full force and effect as so modified.

8. Assignor and Assignee hereby consent to a reservation to the United States pursuant to the provisions of the Act of August 1, 1946, (Public Law 585, 79th Congress) of all uranium, thorium, or other materials which are or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove same.

9. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

10. The Assignee agrees to pay three per cent (3%) of all oil and/or gas or other hydrocarbons produced, saved and sold from the above described lands divided as follows: 0.75 of 1% to E. Cecil McClavin; 1.125% to J.H. Morgan, Sr.; 0.925 of 1% to Clarence I. Justheim; and 0.20 of 1% to Justheim Petroleum Company. Said royalty payments shall be paid at the time and subject to the same terms and conditions as royalty payments are made to the Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESSES:

To execution by Assignor

A.M. Hales — Arthur B. Belfer, Assignor

Violet Berman

To execution by spouse of Assignor

..... Spouse of Assignor

To execution by Assignee

..... Assignee

By .....

By .....

STATE OF New York }
COUNTY OF Kings } ss.

On this 9th day of July, 1953, before me personally appeared Arthur B. Belfer and ....., to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and official seal this 9th day of July, A. D. 1953.

My commission expires on the March 30, 1954

Philip Port
Notary Public

Residing at Brooklyn, N. Y.

PHILIP PORT
NOTARY PUBLIC, STATE OF NEW YORK
No. 24-541-900
Qual. in Kings Co. Certs. filed with
N. Y. Co. Clerk, Kings & N. Y. Co. Registers
Term expires March 30, 1954

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ....., 19....., before me personally appeared

..... and ....., to me personally known, who being by me duly sworn, did say that they are the ..... and ....., respectively of

....., a corporation organized and existing under and by virtue of the laws of the State of ....., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and did severally acknowledge said instrument to be their free act and deed and the free act and deed of said corporation for the uses specified therein.

Given under my hand and official seal this ..... day of ....., A. D. 1947.

My commission expires on the .....
Notary Public

Residing at .....

Recorded in the ..... records of .....County, State of....., in Book ..... at page ..... at ..... o'clock.....M., on the ..... day of ....., 19.....

.....
County Clerk and Recorder.

Form 4-818
(August 1947)

A-10

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office [redacted]

Serial [redacted]

Contract No. I-3L(25)

NONCOMPETITIVE

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the 2nd day of July, 1948 by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and E. CECIL McGAVIN, 1536 Roosevelt Avenue, Salt Lake City, Utah,

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in the District:

T. 28 N., R. 112 W., 6th P. M., Wyoming.
- ✓ Sec. 5: All
- ✓ Sec. 6: Lot 1 and Lots 3 thru 18, Incl., NE¼NW¼ and
- ✓ Sec. 7: All
- ✓ Sec. 8: NW¼, W½NE¼

containing 2039.34 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained, or unless such a bond furnished by an approved operator of the lease is accepted.

Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

(b) Cooperative or unit plan.—Within 30 days of demand, or if the land is within an approved unit plan, in the event such a plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas; due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof, segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas, or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

(f) Statements, plats, and reports.—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amounts used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands and a report with respect to stockholders, investment, depreciation, and costs.

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) Payments.—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the district land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no district land office in the State in which the lands are located.

(j) Diligence—Prevention of waste—Health and safety of workmen.—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the operating regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: Provided, that the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) Taxes and wages—Freedom of purchase.—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) Nondiscrimination.—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) Assignment of oil and gas lease or interest therein.—To file within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases for approval, such instrument to take effect upon its final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

(o) Reserved deposits.—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) Reserved or segregated lands.—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

(a) Rights reserved—Easements and rights-of-way.—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels, upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes;

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein;

(c) Monopoly and fair prices.—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) Taking of royalties.—All rights pursuant to section 36 of the act, to take royalties in amount or in value of production.

(f) Casing.—All rights pursuant to section 40 of the act to purchase casing and lease or operate valuable water wells.

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress), all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

SEC. 4. Drilling and producing restrictions.—It is covenanted and agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

SEC. 5. Surrender and termination of lease.—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing, subject to the continued obligations of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the regulations and the terms of the lease, to be accompanied by a statement that all wages and moneys due and payable to the workmen employed on the land relinquished have been paid.

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor or another lessee shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof, and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 82. Heirs and successors in interest.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SEC. 83. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA

For the Director, Bureau of Land Management

By Lorraine Rollins

Director of the Bureau of Land Management

Acting

E. Lenil McLaurin

[illegible]

P.O. Box 1981 D.C. 20013

Witnesses to signature of lessee.

Lessee.

U. S. GOVERNMENT PRINTING OFFICE: 16—80708-1

[redacted]

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[redacted]

10F

Schedule "A"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance on the first day of the month in which the lessee issues a rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(b) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre; provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

13966

106

176

Form 3106-5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-53835

Lease effective date
March 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

H P C, Inc.

Address (include zip code)
1225 - 17th St., Suite 3100
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below

2. Describe the lands affected by this assignment

T-37-N, R-110-W, 6th PM

Section 13: NE/4 SE/4

Containing 40.00 acres
Sublette County, Wyoming

(45-day reassignment rider attached)

Assignment approved as to lands described below

209977

Filed December 23, 1985 8:00 AM
Book 76 Oil & Gas Page 176
Fee $ Paid Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McGuire

3. Specify interest ~~of~~ of assignor's record title interest being conveyed to assignee	100%
4. Specify interest ~~of~~ of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	6%
6. Specify overriding royalty previously reserved or conveyed, if any	1½%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 25th day of September, 19 85.

RUTTER AND WILBANKS CORPORATION

BY: A. W. Rutter, Jr.
A. W. RUTTER, JR.,
VICE-PRESIDENT

(Assignor's Signature)

No Corporate Seal

P. O. Box 3186
(Assignor's Address)

I.D. #75-0987439

Midland, Texas 79702
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

74287092 A

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this form in accordance with the instructions of 43 CFR 3106.

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0--5(b)) in this assignment are:

1. Citizens of the United States or qualified aliens or stockholders in a domestic corporation, associations of the United States; or any State or Territory thereof, or municipalities.

2. Of the age of majority in the State where the lands to be assigned are located.

3. In compliance with the acreage limitations set forth in 43 CFR 3101.1-5 and 3101.2-4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 11th day of October, 1985.
HPC, INC.

J.H. Young (Assignee's Signature)
Attorney-in-Fact

1225-17th Street, Suite 3100
(Assignee's Address)

LAW

Denver Colorado 80202-5531

STATE OF TEXAS
COUNTY OF MIDLAND } ss.

No Corporate Seal

On this 25th day of September, A.D. 19 85, before me personally appeared A. W. RUTTER, JR., to me personally known, who, being by me duly sworn, did say that he is the VICE-PRESIDENT of RUTTER AND WILBANKS CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. W. RUTTER, JR. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of September, A.D.19 85.

My Commission Expires 8/4/88

Notary Public Shirley J. King

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 11th day of October, 1985, before me, a Notary Public in and for said County and State, came the above named J. H. YOUNG, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney-In-Fact of said HPC, INC., and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the said corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires: 2/3/89

Notary Public
1225 17th Street, Suite 3100
Denver, CO 80202

If Assignee should at any time desire to surrender the lease to the United States as to all or any portion of the above described lands, Assignee shall tender to Assignor a reassignment of the lease as to the lands sought to be surrendered at least forty-five (45) days prior to (a) the time for the payment of the next annual rental under the terms of the lease or any extension or renewal thereof or (b) the expiration of the lease if it may be extended or renewed other than by drilling operations. If Assignor shall fail to accept the reassignment within ten (10) days from the time it is tendered, Assignee shall be free to surrender the lease as to such lands. If the reassignment is accepted by Assignor, Assignor shall save, hold and protect Assignee harmless from all rentals and liability of whatsoever character subsequently accruing with respect to the lands covered by the reassignment. Failure to tender the reassignment shall render Assignee liable only if Assignor has reserved herein an interest in production. Assignee's liability shall be limited to the fair market value of the reserved interest at the time the reassignment is due, but shall not exceed the cash consideration paid for this Assignment.

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ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, **A. W. RUTTER, JR.**, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number **75-93677**, and covering land situate in **Sublette** County, Counties, described as follows:

T-37-N, R-110-W

Section 16: All

209978

and containing **640** acres more or less, for and in consideration of the sum of **Ten and no/100**——Dollars ($ **10.00**) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto **H P C, Inc.** of **1225 - 17th St., Suite 3100, Denver, CO 80202** assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

T-37-N, R-110-W

Section 16: All

RECORDED this 25 day of Sept. 1985 at 8:20 AM
in BOOK 76 of OIL & GAS on PAGE 178
at request of Grantee
SUBLETTE COUNTY CLERK

and containing **640** acres, more or less, reserving, however, unto assignor **an overriding royalty of seven and one-half percent (7½%) of eight-eighths (8/8ths).**

TO HAVE AND TO HOLD unto the said HPC, INC., its successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this **25th** day of **September**, **1985.**

WITNESS:

A. W. RUTTER, JR. — Assignor-Lessee

By — President

Attest:

(SEAL) — Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of **TEXAS**
County of **MIDLAND** } ss. No Corporate Seal

On this **25th** day of **September**, A. D. 19**85**, before me personally appeared **A. W. RUTTER, JR.** to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this **25th** day of **September**, A. D. 19**85**.

SHIRLEY J. KING
Notary Public, State of Texas
My Commission Expires Aug 4, 1988

My commission expires: **8/4/88**

Notary Public **Shirley J. King**

ACKNOWLEDGEMENT (For use by Corporation)

State of
County of } ss.

On this day of , A. D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19 .

(SEAL)

Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners:

Assignment recorded in the Office of the Commissioner of Public Lands:

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

10M-8 77

[redacted] [redacted] 481--26[redacted]

Form 3106-5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
U.S.A. W-51342

Lease effective date
June 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

James R. Gorson

Address *(include zip code)*
1600 South Joyce Street, Apt. C 1711,
River House III, Arlington, Virginia 22202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 29 North, Range 107 West, 6th P.M.
Section 10: SW¼NW¼

Containing 40 acres, more or less

Sublette County, Wyoming

Assignment approved as to lands described below

209979

December 23 1985 8:00 AM
76 Oil & Gas PAGE 179
Sandra Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 15th day of July, 19 85.

SOHIO PETROLEUM COMPANY

By: T R Brown
(Assignor's Signature)

T. R. Brown, Agent and Attorney-In-Fact
(Qualifications File M-065500)

P. O. Box 4587
(Assignor's Address)

Houston, Texas 77210
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 01 1985

By /s/ ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

DEC 02 1985
(Date)

60-5199

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides. Previous editions are obsolete and may not be used.

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Assignor Official [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 22nd day of July, 1985.

(Assignee's Signature)

James R. Gorson
1600 South Joyce Street
Apt. C-1711, River House III
Arlington, VA 22202 USA

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 864

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

On the 15th day of July, 1985, personally appeared before me T. R. BROWN, who, being by me duly sworn did say that he is the Attorney-in-Fact of SOHIO PETROLEUM COMPANY, a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority, and said T. R. BROWN acknowledged to me that he as such Attorney-in-Fact executed the same.

Witness my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

Kathleen D. Burnett
Notary Public

Residing at:
1801 California St., #3500
Denver, Colorado 80202

My Commission Expires:

July 16, 1988

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Form 3120-7
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

W 71276

OIL AND GAS LEASE
(COMPETITIVE PUBLIC DOMAIN LANDS)

THIS INDENTURE OF LEASE, entered into, as of JUL 1 1960, by and between

the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called lessor, and

/Kenneth K. Farmer
P. O. Box 3402
Casper, Wyoming 82602

Hawthorn Oil Company
P. O. Box 2693
Casper, Wyoming 82602

hereinafter called lessee, under, pursuant, and subject to the terms and provisions of the Act of February 25, 1920, (41 Stat. 437), as amended, (30 U.S.C. Sec. 181 *et seq*), hereinafter referred to as the Act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof.

WITNESSETH:

Sec. 1. *Rights of lessee.* That lessor, in consideration or rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in or under the following described tracts of land situated in the Big Piney - La Barge field:

T 29 N, R 112 W, 6th Prin Mer, Wyoming
Sec 18: Lots 3, 4, E½SW¼, W½SE¼
19: Lot 1, NE¼NW¼, NW¼NE¼

209980

RECORDED December 23 1983 8:00 A.M.
IN BOOK 76 Misc. PAGE 183
12-23 Lucy York COUNTY CLERK
SUBLETTE WYOMING
by Dorothy McGuire

containing 278.44 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of five (5) years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

Sec. 2. In consideration of the foregoing, lessee agrees:

(a) *Bonds* – (1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease.

(2) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted, or unless a bond has been filed under 43 CFR 3104 applicable to this lease.

(b) *Cooperative or unit plan* – Within thirty (30) days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within thirty (30) days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells* – (1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate lessor, in full, each month for the estimated loss of royalty through drainage in the amount determined by said Director.

(2) At the election of lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior.

(3) Promptly after due notice, in writing, to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties* – To pay rentals and royalties in amount or value of production removed or sold from the leased lands as set forth in the rental and royalty schedule attached to and made a part hereof.

(1) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the month next following the month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by lessee as reasonably may be required by lessor but in no case shall lessee be required to hold such royalty oil or other products in storage beyond the last day of the month next following the month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended, or reduced; and royalties on the entire leasehold or any portion thereof segregated for royalty purpose may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments* - Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3103.1-2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper BLM office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products* — To file with the Oil and Gas Supervisor of the Geological Survey not later than thirty (30) days after the effective date thereof any contract or evidence of other arrangement for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land: *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats, and reports* — At such times and in such form as lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation, and costs.

(h) *Well records* — To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to lessor when required. All information obtained under this paragraph, upon request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection* — To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen* — To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by lessor; to carry on all operations in accordance with approved methods and practices as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandoning the same; to carry out at expense of lessee all reasonable orders of lessor relative to the matters in this paragraph, and that on failure of lessee so to do lessor shall have the right to enter on the property and to accomplish the purpose of such orders at lessee's cost: *Provided*, That lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase* — To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property or assets of lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity Clause* — The lessee agrees that, during the performance of this lease,

(1) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the lessor setting forth the provisions of this Equal Opportunity Clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The lessee will send to each labor union or representative of workers with which lessee has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the lessor, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity Clause of this lease or with any of said rules, regulations, or orders, this lease may be canceled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Federal Government contracts or leases in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) of this subsection 2(l) in every contract, subcontract, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor, or vendor. The lessee will take such action with respect to any contract, subcontract, or purchase order as the Secretary of the Interior may direct as a means of enforcing such provisions including sanctions for noncompliance; *Provided, however*, that in the event the lessee becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or vendor as a result of such direction by the Secretary of the Interior, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Certification of nonsegregated facilities* — By entering into this lease, the lessee certifies that lessee does not and will not maintain or provide for lessee's employees any segregated facilities at any of lessee's establishments, and that lessee does not and will not permit lessee's employees to perform their services at any location, under lessee's con-

trol, where segregated facilities are maintained. The lessee agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this lease. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Lessee further agrees that (except where lessee has obtained identical certifications from proposed contractors and subcontractors for specific time periods) lessee will obtain identical certifications from proposed contractors and subcontractors prior to the award of contracts or subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that lessee will retain such certifications in lessee's files; and that lessee will forward the following notice to such contractors and subcontractors (except where the proposed contractor or subcontractor has submitted identical certifications for specific time periods):

Notice to prospective contractors and subcontractors of requirement for certification of nonsegregated facilities. A Certification of Nonsegregated Facilities, as required by the May 9, 1967 order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a contract or subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each contract and subcontract or for all contracts and subcontracts during a period (i.e., quarterly, semiannually, or annually).

(n) *Assignment of oil and gas leases or interests therein* — As required by applicable law, to file for approval by lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within ninety (90) days from date of final execution thereof.

(o) *Pipelines to purchase or convey at reasonable rates and without discrimination.* If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the Act of August 7, 1947 (61 Stat. 913, 30 U.S.C. 351).

(p) *Lands patented with oil and gas deposits reserved to the United States.* To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(q) *Reserved or segregated lands.* If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(r) *Protection of the environment including the surface, other resources and improvements.* In accordance with the directives contained in the National Environmental Policy Act (83 Stat. 852; 42 U.S.C. 4321–4347), the requirements of other environmental legislation, the oil and gas leasing regulations (43 CFR 3100) and the Oil and Gas Operating Regulations (30 CFR 221).

(1) *General* — Lessee shall take such steps as required by the drilling permit, the attached stipulations, or the authorized officer to prevent activities or operations on the leased lands from: (i) causing or contributing to soil erosion or damage to crops or other vegetative cover on Federal or non-Federal lands in the vicinity; (ii) polluting soil, air, or water; (iii) creating hazards to wildlife or depriving them of the use of the natural elements of their habitat; (iv) disturbing the surface or damaging areas of scenic value or natural beauty; (v) damaging or removing improvements owned by the United States or other parties; or (vi) destroying, damaging, or removing fossils, historic or prehistoric ruins or artifacts. Lessee shall, prior to the termination of bond liability or at any other time when required and in the manner directed by lessor, reclaim all land the surface of which has been disturbed, dispose of all debris or solid waste, repair the offsite and onsite damage caused by lessee's activity or activities incidental thereto, restore access roads or trails to their former condition and remove structures. Lessor may prescribe, by stipulations to be subsequently included in this lease or through the authorized officer, the steps to be taken by lessee to protect or restore the environment both on and off the lands, and improvements thereon whether or not the improvements are owned by the United States.

(2) *Use of other resources* — Timber, mineral materials, and water from public water reserves or water developed by the Bureau of Land Management or its lessees, licensees, or permittees, except water rights established under State law acquired by such lessees, licensees, or permittees may be used only with advanced authorization from and on terms and conditions imposed by the authorized officer.

(3) *Antiquities and objects of historic value.*

(i) Lessee shall immediately bring to the attention of the authorized officer any and all American antiquities or other objects of historic or scientific interest including, but not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as a result of operations under this lease, and to leave such item(s) or condition(s) intact. Failure to comply with any of the terms and conditions imposed by the authorized officer with regard to the preservation of antiquities shall constitute a violation of the Antiquities Act (16 U.S.C. 431–433).

(ii) If the authorized officer determines that archaeological values exist or may exist on the lands within the lease and that they might be impaired by oil and gas operations, lessee will engage a recognized authority on archaeology, acceptable to the Bureau of Land Management, to survey and salvage, in advance of any operations, such values on the lands involved. The responsibility for and cost of this survey and salvage will be that of lessee.

(4) *Pollution Control.* Lessee agrees that this lease is subject to all relevant pollution control legislation at the Federal, State, or local level. Such legislation includes, but is not limited to the Clean Air Act, as amended (77 Stat. 392; 42 U.S.C. 1857, *et seq.*), the Refuse Act of 1899 (30 Stat. 1152; 33 U.S.C. 407–409), the Federal Water Pollution Control Act (62 Stat. 1155; 33 U.S.C. 1151–1161).

(5) *Stipulations.* To comply with stipulations attached hereto which are made a part of the lease or the approved *Application for Permit to Drill.*

(s) *Overriding royalties.* Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(t) *Deliver premises in case of forfeiture* — To deliver up to lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way* — The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the Act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.* The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is unnecessary for the use of lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.* Full power and authority to promulgate and enforce all orders necessary to assure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium* — The ownership of helium and the right to extract or have extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If lessor elects to take the helium, lessee shall deliver all or any portion of gas containing the same to lessor, in the manner required by lessor, at any point on the leased premises or, if the area is served at the time of production by a gas-gathering system owned or operated by lessee at any point in that system specified by lessor, for extraction of the helium by such means as lessor may provide. The residue shall be returned to lessee, with no substantial delay in the delivery of the gas produced from the well to owner or purchaser thereof. Save for the value of the helium extracted, lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. Lessor

reserves the right to erect, maintain and operate any and all reduction works necessary for extraction of helium on the leased premises. Lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in lessor under this paragraph shall also run to any agent or assignee of lessor or any purchaser of the rights of lessor.

(e) *Taking of royalties* — All rights pursuant to Sec. 36 of the Act, to take royalties in amount or in value of production.

(f) *Casing* — All rights pursuant to Sec. 40 of the Act to purchase casing and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions* — It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal and State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify, from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease* — Lessee may surrender this lease or any legal subdivision thereof by filing in the proper BLM office, a written relinquishment, in *triplicate*, which shall be effective as of the date of filing subject to the continued obligation of lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease* — Upon expiration of the lease, or the earlier termination thereof pursuant to Sec. 5 above, lessee shall have the privilege at any time within a period of ninety (90) days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided, that* lessee shall remove any or all such property where so directed by lessor.

Sec. 7. *Proceedings in case of default* — If lessee shall not comply with any of the provisions of the Act or the regulations thereunder or of this lease, or shall make default in the performance or observance of any of the terms hereof this lease may be canceled or terminated in accordance with Sec. 31 of the Act. This provision shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which lessor might otherwise have. Upon cancellation or termination of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of lessor. A waiver of any particular cause of cancellation or termination shall not prevent the cancellation or termination of this lease for any other cause of cancellation or termination, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors in interest* — It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest* — It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, (41 U.S.C. Sec. 22) as amended, and Secs. 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

Sec. 10. *Stipulations* — [1/] Stipulations are attached hereto and made a part hereof. The attached stipulations appear as ____ consecutively numbered pages commencing with page 1 hereafter. [ ] Stipulations are *not* attached.

HAWTHORN OIL COMPANY

By: _____ President
(Signature of Lessee)

P. O. Box 2693, Casper, Wyoming 82602

_____
(Signature of Lessee)

THE UNITED STATES OF AMERICA

By: Elmer W. Lance
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 4 1980
(Date)

GPO 839-217

186

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY 82601

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address *(include zip code)*

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used, and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

This lease is issued pursuant and subject, to the extent applicable, to the terms and provisions of Section 302 of the Department of Energy Organization Act (42 U.S.C. 7152) and to the regulations of the Secretary of Energy promulgated thereunder relating to the:

(1) fostering of competition for Federal leases (including but not limited to, prohibition on bidding for development rights by certain types of joint ventures);

(2) implementation of alternative bidding systems authorized for the award of Federal leases;

(3) establishment of diligence requirements for operations conducted on Federal leases (including, but not limited to, procedures relating to the granting or ordering by the Secretary of the Interior of suspension of operations or production as they relate to such requirements);

(4) setting rates of production for Federal leases; and

(5) specifying the procedures, terms, and conditions for the acquisition and disposition of Federal royalty interests taken in kind.

rm 3106 – 5
ctober 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-71276

Lease effective date
July 1, 1980

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

(CORRECTED ASSIGNMENT)

PART I

Assignee's Name

C. S. O'Connell (12.5%)

J. D. Coon (12.5%)

Address (include zip code)

P. O. Box 371
Casper, Wyoming 82602

P. O. Box 2003
Casper, Wyoming 82602

The undersigned, as owner of 50% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

Describe the lands affected by this assignment

Township 29 North, Range 112 West, 6th P.M.
Sec. 18: Lots 3, 4, E½SW¼, W½SE¼
19: Lot 1, NE¼NW¼, NW¼NE¼

containing 278.44 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

209981

RECORDED December 23 1985 8:09 AM
IN BOOK 76 Ov & PAGE 187
FEES $6.25 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	50%
4. Specify interest or percent of record title interest being retained by assignor, if any	50%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	1% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10th day of July, 1985.

(Assignor's Signature)
Kenneth K. Farmer

P. O. Box 3402
(Assignor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____.

_____ _____
(Assignee's Signature) (Assignee's Address)

_____ _____ _____
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

State of Wyoming }
County of Natrona } ss.

The foregoing instrument was acknowledged before me by

Kenneth K Tanner

this 10th day of July 1985

Witness my hand and official seal.

Deborah Lynn Jay
Notary Public

My Commission Expires: Deborah Lynn Jay Notary Public Natrona My Commission Expires June 18, 1988

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-72838

Lease effective date
September 1, 1981

FOR BLM OFFICE USE ONLY

New Serial No.

HPC, Inc.
Seventeenth Street Plaza
1225 17th Street
Suite 3100
Denver, Colorado 80202
15.8383 of 100%

J. P. Ellbogen
P. O. Box 1328
Casper, Wyoming 82602
8.333% of 100%

Gordon Southoff
P. O. Box 1356
Evansville, Wyoming 82636
8.333% of 100%

Bill D. Randolph
P. O. Box 1215
Casper, Wyoming 82602
8.333% of 100%

Oswell J. Spicer
P. O. Box 138
Naples, ME 04050
2.001% of 100%

Rex L. Randolph
P. O. Box 571
Casper, Wyoming 82602
2.001% of 100%

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 36 North, Range 110 West, 6th P.M.
Section 20: NE¼NE¼, S½NE¼, SE¼
Section 21: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, N½, SW¼
Section 26: N½
Section 27: N½, SW¼
Section 28: E½, E½W½
Containing 2080.16 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

209986

RECORDED December 23 1985 2:00 P M
IN BOOK 76 Oil & Gas PAGE 189
FEE $ 7.25 Sublette County COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for the Assignment.

Date: 9/18/85 Signed for Identification

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	44.9990%
4. Specify interest or percent of record title interest being retained by assignor, if any	5.001%
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	7.50% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 18th day of September, 1985.

(Assignor's Signature)
Kenneth K. Farmer

P. O. Box 3402
(Assignor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 31st day of October, 1985.

HPC INC.

R.W. Ponfick

(Assignee's Signature)

1225 17th ST. SUITE 3100
DENVER, CO. 80202

(Assignee's Address)

R.W. Ponfick/Attorney In Fact

Witness: K. K. Farmer

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES - File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, [illegible] and use of public lands and resources.

STATE OF Wyoming

COUNTY OF Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 18th day of September 1985.

Witness my hand and official seal.

Deborah Lynn Day Notary Public

My commission expires:

Notary Public
My Commission Expires June 18, 1988

Deborah Lynn Day
Notary Public

RELEASE OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, Apache Corporation, with an office at Suite 4900 One United Bank Center, 1700 Lincoln Street, Denver, Colorado 80203-4549, does hereby release, relinquish and surrender all of its right, title and interest in and to the following oil and gas leases covering lands situated in Sublette County, Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Executed this 10th day of December, 1985.

APACHE CORPORATION

Patricia Foley WS
Patricia Foley
Attorney-in-Fact

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of December, 1985, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:
3-3-86

Lynn Joan Gahan
Lynn Joan Gahan, Notary Public
1700 Lincoln Street, Suite 4900
Denver, Colorado 80203-4549

210063

RECORDED December 30 1985 10:30 A M
IN BOOK 76 O & G PAGE 191
FEES $ 26.50 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT " A "

PAGE ONE OF SIX

ATTACHED TO: RELEASE OF OIL AND GAS LEASES

BY: APACHE CORPORATION

DATED: DECEMBER 10, 1985

STATE OF WYOMING

COUNTY OF SUBLETTE

PROSPECT BONDURANT

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
WY860 21132	Steve Kanski, et al	Apache Corporation	3-26-81	Township 34 North, Range 110 West, 6th PM Section 15: S½NE¼, NW¼, NE¼SW¼, SE¼SW¼, SE¼ less and except that portion of the W½NW¼ lying west of the Cora Road which contains 30 acres, more or less. Section 22: NE¼, E½NW¼, SW¼NW¼, NW¼SW¼, N½NE¼SW¼, N½SW¼NE¼SW¼, NW¼SE¼NE¼SW¼, N½NW¼SW¼SW¼	61	184
21136	Floyd L. Briggs, Jr., et al	Apache Corporation	3-26-81	Township 34 North, Range 110 West, 6th PM Section 22: N½SE¼, SE¼SE¼, S½SW¼SW¼, S½NW¼SW¼SW¼, NE¼SW¼SW¼, SE¼SW¼, S½S½NE¼SW¼, NE¼SE¼NE¼SW¼ Section 23: S½NE¼, W½, NW¼SE¼ Section 24: SW¼NW¼	61	399
21142-A	Fred E. Shriver, et ux	Apache Corporation	4-16-81 (12-3-81)	Township 34 North, Range 109 West, 6th PM Section 21: SW¼, W½SE¼ Section 28: W½NW¼ SE¼NW¼, N½SW¼	61	282

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EXHIBIT "A"

PAGE TWO OF SIX

ATTACHED TO: RELEASE OF OIL AND GAS LEASES

BY: APACHE CORPORATION

DATED: DECEMBER 10, 1985

STATE OF WYOMING

COUNTY OF SUBLETTE

PROSPECT BONDURANT

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
WY860 21142-B	William C. Bayer	Apache Corporation	4-17-81 (12-3-81)	Township 34 North, Range 109 West, 6th PM Section 6: Lot 1, SE¼NE¼, E½SE¼ Section 7: E½ Section 8: SW¼NW¼ Section 21: SW¼, W½SE¼ Section 27: N½SW¼ Section 28: SE¼, E½SW¼, NW¼SW¼, S½NW¼, NW¼NW¼, SW¼NE¼ Township 35 North, Range 109 West, 6th PM Section 31: E½SE¼ Section 32: W½NW¼, NW¼SW¼	61	442
21142-D	First Security Bank of Utah, Tr.	Apache Corporation	12-4-81	Township 34 North, Range 109 West, 6th PM Section 6: Lot 1 (40.64), SE¼NE¼, E½SE¼ Section 7: E½ Section 8: SW¼NW¼, SE¼ Section 9: A parcel of land comprising portions of sections 9 and 16, which said parcel of land is embraced within the following traverse, the initial point whereof is the West quarter corner of said Section 9, from whence proceed easterly 772 feet on the north line of the South One-half of Section 9 to a point; thence	61	585

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EXHIBIT " A "

PAGE THREE OF SIX

ATTACHED TO: RELEASE OF OIL AND GAS LEASES

BY: APACHE CORPORATION

DATED: DECEMBER 10, 1985

STATE OF WYOMING

COUNTY OF SUBLETTE

PROSPECT BONDURANT

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
21142-D	(cont.)			Section 9: (cont.) proceed S06°30'E 3918 feet to a point; thence proceed S19°00'E 1484 feet to a point; thence proceed S08°47'E 2725 feet to a point on the south line of said Section 16; thence proceed westerly 2095 feet on the South line of said Section 16, to the Southwest corner of said Section 16; thence proceed northerly 7980 feet on the west line of said Section 16 and 9 to the initial point of this traverse. Approximately 56 acres more or less. Section 17: NE¼, E½SE¼ Section 21: NW¼		
21143	John E. Wardell, et ux	Apache Corporation	4-23-81	Township 33 North, Range 110 West, 6th PM Section 4: S½SW¼SE¼ Section 9: E½ Township 33 North, Range 113 West, 6th PM Section 35: SE¼	61	280

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EXHIBIT " A "

PAGE FOUR OF SIX

ATTACHED TO: RELEASE OF OIL AND GAS LEASES

BY: APACHE CORPORATION

DATED: DECEMBER 10, 1985

STATE OF WYOMING

COUNTY OF SUBLETTE

PROSPECT BONDURANT

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
WY 860 21144	Richard L. Thompson, et ux	Apache Corporation	4-21-81 (3-22-82)	Township 34 North, Range 110 West, 6th PM Section 10: E½ Township 35 North, Range 110 West, 6th PM Section 19: S½SE¼ Section 20: S½SW¼ Section 29: NW¼ Section 30: NE¼	61	278
21149	Mildred Ecklund Payne	Apache Corporation	4-22-81 (12-3-82)	Township 34 North, Range 109 West, 6th PM Section 30: NW¼NE¼, NE¼NW¼	61	440
21153-A	Boroff Land and Livestock, Inc.	Apache Corporation	6-09-81 (3-18-82)	Township 34 North, Range 111 West, 6th PM Section 7: Lot 2 (37.48), Lot 3 (37.52), Lot 4 (37.58), less a tract of land located in the SW¼NW¼ (Lot 2) and the NW¼SW¼ (Lot 3), more particularly described as follows: Begin at the West one-quarter corner of said Section 7; thence North along the section line 1319.44 feet to the one-sixteenth corner; thence S 89°46'52"E, 1021.98 feet; thence S 27°25'28"W, 490.40 feet; thence S 43°36'01"W, 464.72 feet; thence S 01°32'06"E,	61	635

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EXHIBIT "A"

PAGE FIVE OF SIX

ATTACHED TO: RELEASE OF OIL AND GAS LEASES

BY: APACHE CORPORATION

DATED: DECEMBER 10, 1985

STATE OF WYOMING

COUNTY OF SUBLETTE

PROSPECT BONDURANT

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
21153-A	(cont.)			Section 7: (cont.) 204.45 feet; thence S 10°37'08"W 198.63 feet; thence S 15°08'30"E, 152.85 feet; thence S 09°52'17"E, 61.92 feet; thence S04°00'16"W, 395.04 feet; thence S 10°54'09"W, 103.67 feet; thence S 28°37'34"W, 106.33 feet; thence S 36°44'55"W, 109.36 feet; thence S 53°09'26"W, 199.28 feet; thence S 67°53'07"W, 186.49 feet; thence N 00°02'51"E, 930.97 feet to the point of beginning; containing 28.52 acres, more or less. Section 18: Lot 1 (37.65), Lot 2 (37.75), Lot 3 (37.85), Lot 4 (37.95)		
21153-B	Lawrence W. Shaul, et ux	Apache Corporation	6-3-81 (3-21-82)	Township 34 North, Range 111 West, 6th PM Section 7: Lots 2,3,4 Section 18: Lots 1,2,3,4	61	584
21160-A	Boroff Land & Livestock, Inc.	Apache Corporation	8-24-81	Township 36 North, Range 111 West, 6th PM Section 19: W½SE¼, SW¼NE¼	62	632

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EXHIBIT " A "

PAGE SIX OF SIX

ATTACHED TO RELEASE OF OIL AND GAS LEASES

APACHE CORPORATION

DATED: DECEMBER 10, 1985

STATE OF WYOMING

COUNTY OF SUBLETTE

PROSPECT HOBACK

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
WY 868 21923	Jessie Jean Robbins, et vir	Apache Corporation	2-15-85	Township 35 North, Range 111 West, 6th PM Section 7: Lot 2, SE¼NW¼ Township 35 North, Range 112 West, 6th PM Section 1: Lots 1,2,3, SW¼NE¼, E½SW¼, W½SE¼ Section 12: NE¼ Township 36 North, Range 112 West, 6th PM Section 36: All	74	59

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Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-26615

Lease effective date
December 1, 1970

PART I

1. Assignee's Name
BOWELL PETROLEUM CORPORATION

Address *(include zip code)*
1010 Lamar, Suite 1800
Houston, TX 77002

The undersigned, as owner of TR. 1: 16.00 / TR. 2: 32.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.
Sec. 5: SW/4SE/4
40.00 acres, more or less
Sublette County, Wyoming

Tr. 1: From the surface of the ground down to 8,838 feet in the above described lands.
Tr. 2: Below 8,838 feet in the above described lands.

210079

RECORDED December 31 19 85 8:00 A M
IN BOOK 76 O & G PAGE 198
FEES $ 6.00 Linda Pfister COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	TR. 1:	100.00%
	TR. 2:	100.00%
4. Specify interest or percent of operating rights being retained by assignor		-0-
5. Specify overriding royalty interest being reserved by assignor		-0-
6. Specify overriding royalty previously reserved or conveyed, if any	TR. 1:	1.75%
	TR. 2:	-0-

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 1985.

PETRO-SEARCH EXPLORATION CORPORATION

(Assignor's Signature)
Paul Funkhouser, President

1010 Lamar, Suite 1800
(Assignor's Address)
Houston, TX 77002

Jon A. Falkeld, Assistant Secretary (City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This [redacted] reproduced provided that copies are c[redacted] sions on one sheet of both sides of [redacted] form in accordance [redacted] sions of 43 CFR 3106.

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 1985.

HOWELL PETROLEUM CORPORATION

Paul Funkhouser
(Assignee's Signature)

Paul Funkhouser, President

1010 Lamar, Suite 1800
(Assignee's Address)

Houston, TX 77002
(City) (State) (Zip Code)

Michael R. Drake, Assistant Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser, President, of Petro-Search Exploration Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:
ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lawyers Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser, President, of Howell Petroleum Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:
ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lawyers Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

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Form 3106-5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-26615

Lease effective date
December 1, 1970

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

HOWELL PETROLEUM CORPORATION

Address (include zip code)

1010 Lamar, Suite 1800
Houston, TX 77002

The undersigned, as owner of 32.00 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below

2. Describe the lands affected by this assignment

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.
Sec. 5: SW/4SE/4
40.00 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

210080

RECORDED December 31 19 85 8:00 AM
IN BOOK 76 O & G PAGE 200
FEES $ 6.00 Dale Pfarr COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85

RETRO-SEARCH EXPLORATION CORPORATION

(Assignor's Signature)
Paul Funkhouser, President

1010 Lamar, Suite 1800
(Assignor's Address)
Houston, TX 77002

Joe A. Salkeld, Assistant Secretary (City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title)

NOTE: [redacted] produced provided that copies are exact reproductions on one sheet of both sides of this [redacted]

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1-5 and 3101.2-4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85.

HOWELL PETROLEUM CORPORATION

Paul Funkhouser
(Assignee's Signature)

Paul Funkhouser, President

Michael R. Drake, Assistant Secretary

1010 Lamar, Suite 1800
(Assignee's Address)

Houston, TX 77002
(City) (State) (Zip Code)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Petro-Search Exploration Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Loyal Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

STATE OF TEXAS I
I
COUNTY OF HARRIS I

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Howell Petroleum Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Loyal Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

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ASSIGNMENT OF OIL & GAS LEASE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That BELCO PETROLEUM CORPORATION, One Dag Hammarskjold Plaza, New York, New York 10017, hereinafter referred to as "Assignor" for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer and convey unto BELCO DEVELOPMENT CORPORATION, 10,000 Old Katy Road, Houston, Texas 77055, hereinafter referred to as "Assignee," all of Assignor's Right, Title and Interest in and to the following described oil and gas lease:

Lessor: Yose Cattle Company, a Wyoming Corporation
Lessee: Belco Petroleum Corporation
Lease Date: December 17, 1981
Lease Term: Five (5) years
Lease Acreage Description:

See Exhibit "A" attached hereto and by this reference made a part hereof

Recording Data: BOOK 64 Oil & Gas at PAGE 76

This Assignment is made by Assignor to Assignee upon the following terms and conditions, to-wit:

1.) Assignee shall comply with, and hereby assumes all express and implied covenants and obligations contained in the above referenced oil and gas lease.

2.) This Assignment is made without warranty, either expressed or implied.

EXECUTED this 15th day of December, 1983, but effective July 29, 1983, in duplicate originals.

BELCO PETROLEUM CORPORATION

By: _____
R. A. Grinstead, Vice President

ACCEPTED BY:

BELCO DEVELOPMENT CORPORATION

By: _____
J. M. Oswald, Senior Vice President

1180-079

210086

RECORDED December 31 19 85 8:00 A M
IN BOOK 76 O+G PAGE 202
FEES $ 8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of December, 19 83.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires:

December 14, 1987

Debra J. Dennis, Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. A. GRINSTEAD, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of BELCO PETROLEUM CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of December, 19 83.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires:

December 14, 1987

Debra J. Dennis, Notary Public in and for the State of Texas

EXHIBIT "A"

This Exhibit is made a part of that certain Assignment of Oil & Gas Lease dated December 15, 1983, but effective July 29, 1983, by and between Belco Petroleum Corporation, "Assignor," and Belco Development Corporation, "Assignee," all that certain tract of land situated in the county of Sublette, State of Wyoming described as follows, to wit:

Township 27 North, Range 112 West, 6th P.M.
Section 3: Lot 2 (34.31 acres), Lot 3 (39.72 acres), Lot 4 (39.71 acres), Lot 5 (45.51 acres), excepting fractional parts of Lots 3 and 4 described as follows: commencing at a point on the east line of said Lot 3, 325 feet south of the northeast corner of said Lot 3, under what is known as the old partition fence, thence along said fence N. 89 degrees west to the west line of saic Lot 4, thence south to the southwest corner of said Lot 4, thence east to the southeast corner of said Lot 3, thence north to the place of beginning. Also excepting a fractional part of Lot 5 described as follows: commencing at a point 1635 feet south of the quarter section corner on the north line of said section and running thence east along the McGinnis Mickelson partition fence to the Green River, thence in a southeasterly direction along Green River to the east and west quarter section line in said Section 3, thence westerly along said east and west quarter section line to the center of said Section 3, thence north to the place of beginning.

Township 28 North, Range 112 West, 6th P.M.
Section 26: $S\frac{1}{2}SW\frac{1}{4}$;
Section 34: $W\frac{1}{2}W\frac{1}{2}$, $NE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, Lot 1 (23.57 acres);
Section 35: Lot 4(41.92 acres), Lot 8 (35.13 acres), $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$;

containing 823.00 acres more or less.

Including all accretion and/or riparian rights pertaining thereto.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BWAB lease WY-268

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

1H10834

Lease Serial No. W-87031

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Assignee's Name: BWAB 1984-86 Joint Venture by
BWAB Incorporated, Managing Partner

Address (include zip code): 1801 California Street, Suite 1000
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 31 North, Range 111 West, 6th P.M. Section 17: All Section 18: Lots 1,2,3,4, E½, E½W½ Section 20: All Section 21: All Sublette County, Wyoming Containing 2556.16 acres, more or less 210131	SAME LAND DESCRIPTION AS ITEM 2

RECORDED January 6 1986 8:00 AM
IN BOOK 76 O&G PAGE 205
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevie

Entry No. 1H10834
Recorded 12-2-85 At 8:53 A M. Book 62 Page 366
Mary Lou Mosher
FEE PAID MARY LOU MOSHER
Recorder, San Juan County
7.50 By Olivia Blake DEPUTY

4. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	3.50%
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 26 day of August, 1985.

Chairman Oil Company

By: [signature] (Assignor's Signature)

ATTEST:

By: [signature]
CHARLES S. WEISS, Notary Public
State of Ohio, Cuyahoga County
My commission expires Oct. 17, 87

2100 Central National Bank Building
(Assignor's Address)

Cleveland, Ohio 44114
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1985

By: [signature]
ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 4 1985
(Date)

2d

205

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

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FOR ASSIGNEE

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 4th day of September, 19 85.

BWAB 1984-86 Joint Venture by
BWAB Incorporated, Managing Partner

By: James B. Wallace
(Assignee's Signature)

James B. Wallace, President

1801 California Street
Suite 1000
(Assignee's Address)

ATTEST: Ray O. Brownlie

By: Ray O. Brownlie, Secretary

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A seperate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

STATE OF Ohio)
) ss.
COUNTY OF Cuy)

On Aug 16, 1985, before me, Laurel S. Weiss, a Notary Public, personally appeared Jay A. Stead, known to me to be the Partner of Chairman Oil Company, and acknowledged to me that such corporation executed the within instrument.

SEAL

Laurel S. Weiss
Notary Public

My commission expires:
LAUREL S. WEISS, Notary Public
State of Ohio, Cuyahoga County
My commission expires July 28, 1987

Denver, Colo.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is [redacted]d to report this information under provi[redacted]3 CFR 3106.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-47003

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That John P. Dever, P.O. Box 801, Casper, Wyoming 82602,

Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
H.M. Klaenhammer	1335 SOUTH WOLCOTT ST., CASPER, WYOMING 82601	¼ of 1% of 8/8ths

Being in all a total of an undivided ¼ of 1% of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 37 North, Range 114 West, 6th P.M. Sublette County, Wyoming.

Sec. 5: SW¼
Sec. 7: E½
Sec. 8: W½
Sec. 17: W½
Sec. 18: E½
Sec. 19: E½
Sec. 20: W½
Sec. 30: E½

containing 2416.50 acres, more or less

WITNESS our hands this 3rd day of January, 19 86.

210141

John P. Dever
John P. Dever,
P.O. Box 801
Casper, Wyoming 82602

RECORDED January 6 1986 3:00 P M
IN BOOK 176 Misc PAGE 207
FEES $4.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

On this 3RD day of January, 19 86, personally appeared before me John P. Dever, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:

JEAN CARLSON - Notary Public
County of Natrona State of Wyoming
My Commission Expires May 17, 1988

Jean Carlson
Notary Public

WHEN RECORDED RETURN TO:
H.M. KLAENHAMMER
1335 SOUTH WOLCOTT ST.,
CASPER, WYOMING 82601

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ASSIGNMENT, BILL OF SALE AND GENERAL CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE, executed on December 23, 1985 (the "Closing Date"), but effective as of 7:00 A.M., local time, September 1, 1985, (the "Effective Date"), is from MESA PETROLEUM CO. ("Assignor"), P.O. Box 2009, Amarillo, Texas 79189-2009 to KAISER-FRANCIS OIL COMPANY, P. O. Box 21468, Tulsa, Oklahoma 74121-1468 ("Assignee").

For ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, conveys and assigns to Assignee effective as of the Effective Date the following (all of which are herein called the "Interests"):

All of Assignor's interest and estate in, to and under all of those oil, gas and mineral estates of Assignor insofar and only insofar as said estates cover and affect the lands described in Exhibit "A" attached hereto and made a part hereof together with (i) all equipment, inventory and other property owned by Mesa and located on or appurtenant to the proration or spacing units located on the above lands, except for vehicles and communication equipment, (ii) all contracts, licenses and other rights and interests owned by Mesa but only to the extent said contracts, licenses and other rights and interests are associated with the oil and gas wells located on the above lands or lands unitized therewith and the related proration or spacing units and (iii) all gas processing plants and all payments and rights attributable to the wells and leaseholds arising from the processing of, or agreements not to process hydrocarbons produced therefrom, and similar arrangements or agreements, but only to the extent such plants, payments, rights and agreements are associated with said oil and gas wells located on the above lands, all of the above being hereafter referred to as the "Interests".

Notwithstanding anything to the contrary contained herein, there is excluded from the Interests (and, accordingly, the term "Interests" shall not include) the assets, properties, rights and interests specifically reserved and excepted by Assignor in Exhibit A attached hereto.

To have and to hold the Interests unto Assignee and its successors and assigns forever.

IN CONNECTION WITH THE WELLS, EQUIPMENT AND MATERIALS SOLD PURSUANT TO THIS ASSIGNMENT, BILL OF SALE AND GENERAL CONVEYANCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. All wells equipment and materials sold pursuant hereto are sold "AS IS; WHERE IS".

Assignor hereby assigns to Assignee, with full right of subrogation, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests, provided that any warranty of Assignor's parent or affiliate to Assignor in any conveyance shall be excluded herefrom.

Assignee hereby assumes and agrees to pay, perform and discharge all obligations of Assignor to the extent such obligations are attributable to the Interests as of the Effective Date and for any time thereafter, and Assignee shall defend and indemnify Assignor against any and all losses, claims, demands, suits, liability, and expense thereafter arising with respect thereto, including, but not limited to, plugging and abandonment of all existing wells. Assignor shall defend and indemnify Assignee against any and all losses, claims, demands, suits, liability and expense arising prior to the Effective Date with respect thereto. The references herein and in Exhibit A to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of Interests conveyed hereby and shall not be deemed to ratify or create any rights in third parties.

This Assignment and Bill of Sale is subject to the above-referenced leases and to the terms and conditions of all assignments, farmout agreements, letter agreements, operating agreements and production purchase contracts covering and affecting Assignor's interest in and to said leases and lands.

RECORDED January 8 1986 at 9 o'clock A.M.
IN BOOK 76, Off. PAGE 208
FEES 10.00 [redacted] COUNTY CLERK
[redacted] DEPUTY CLERK

210 [redacted]

To the extent Assignor uses the surface of the above-described lands for ingress and egress to and from other lands not conveyed herein, Assignor retains the right to make such use of the surface of said land after the Effective Date hereof.

Assignee does reserve and except all of its right, title and interest in and to any royalty or other compensations for helium produced from the above lands prior to the Effective Date hereof.

Reference is made to Exhibit A attached hereto and made a part hereof for all purposes. References in Exhibit A and to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A and are to the official real property records of the county or counties in which the Interests are locate. There may be omitted, from any copy of this Assignment, Bill of Sale and Conveyance which is to be recorded in the official real property records of a county, those portions of Exhibits A relating to assets, properties, rights and interests located outside of such county.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

ATTEST:

Neil O. Bowman

Assistant Secretary

(SEAL)
SEAL
1964

MESA PETROLEUM CO.

By: Paul W. Cain

Paul W. Cain
Executive Vice President

THE STATE OF TEXAS §
§
COUNTY OF POTTER §

The foregoing instrument was acknowledged before me this 23rd day of December, 1985, by Paul W. Cain, Vice President of Mesa Petroleum Co., a Delaware corporation, on behalf of the corporation.

Donna C. Johnston
Notary Public

My Commission Expires: 7-1-89

PROPERTY NAME: CHRISTMANN #1-20

EXHIBIT "A"

STATE: WYOMING
COUNTY: SUBLETTE

All right, title and interest of Assignor in and to the following:

LEASE NUMBER:	LESSOR:	LESSEE:	LEASE DATE:	BOOK - PAGE:	DESCRIPTION:
01-04-WY-0275-0006-000-A&B	United States of America (W-43213)	C. Ward Chase	02-01-74		T30N-R113W Section 20: NW/4 NW/4 and NE/4 NW/4

211

CPC Form No. 110

AFFIDAVIT OF NONDEVELOPMENT

STATE OF SUBLETTE }
County of WYOMING } ss.

MARK S. DOLAR, being first duly sworn, on his oath deposes and says:

That he is fully familiar with the following described premises and has been fully familiar with said premises for the period of at least 5 years, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 14: SW¼NE¼, NW¼NW¼, S½NW¼, SW¼, W½SE¼;
Section 15: NE¼NE¼, SE¼;
Section 22: NE¼NE¼;

210207

RECORDED January 7, 1986 11:30 A.M.
IN BOOK 176 Misc. PAGE 212
FEES $4.00 Dora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

which land is described in an oil and gas mining lease executed under date of October 27, 1979, by Cross Lazy Two Land and Livestock Company, Inc., lessor, and Mobil Oil Corporation effective October 27, 1980, lessee, which lease was recorded in Book 58 at Pages 362-364, of the Oil and Gas records of Sublette County, Wyoming

That since the date of said lease there has been no well drilled upon said land, nor any oil and gas produced therefrom, and that at the time of the making of this affidavit no oil, gas or other minerals are being or ever have been produced from any part of said lands and that there is no development or drilling operation for oil, gas or other minerals being prosecuted upon said lands.

Affiant

Subscribed and sworn to before me this _____ day of _____, 19__

My Commission Expires _____

Notary Public

STATE OF ~~WYOMING~~ UTAH }
County of ~~SUBLETTE~~ WEBER } ss.

On this 20th day of Novmeber in the year 1985 before me personally appeared MARK S. DOLAR

known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledge to me that he executed the same.

My Commission Expires 2.6.88 Notary Public, WEBER County,

CFC Form No. 110

AFFIDAVIT OF NONDEVELOPMENT

STATE OF WYOMING
County of SUBLETTE } ss.

MARK S. DOLAR, being first duly sworn, on his oath deposes and says:

That he is fully familiar with the following described premises and has been fully familiar with said premises for the period of at least 5 years, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 14: SW¼NE¼, NW¼NW¼, S½NW¼, SW¼, W½SE¼;
Section 15: NE¼NE¼, SE¼;
Section 22: NE¼NE¼;

210208

RECORDED January 9 1986 11:30A.M.
IN BOOK 76 Misc
FEES $4.00 Sara J. Yake
SUBLETTE COUNTY, PINEDALE, WYOMING

which land is described in an oil and gas mining lease executed under date of October 27, 1979, by Frances M. Johnson, as to a Life Estate, and Cross Lazy Two Land and Livestock Company, Inc., lessor, and Mobil Oil Corporation, lessee, effective October 27, 1980, which lease was recorded in Book 58 at Pages 365-367, of the Oil and Gas records of Sublette County, Wyoming

That since the date of said lease there has been no well drilled upon said land, nor any oil and gas produced therefrom, and that at the time of the making of this affidavit no oil, gas or other minerals are being or ever have been produced from any part of said lands and that there is no development or drilling operation for oil, gas or other minerals being prosecuted upon said lands.

Affiant

Subscribed and sworn to before me this _____ day of _____, 19__

My Commission Expires _____

Notary Public

STATE OF ~~WYOMING~~ UTAH
County of ~~SUBLETTE~~ WEBER } ss.

On this 20th day of November in the year 1985 before me personally appeared MARK S. DOLAR

known to me

to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

Notary Public, WEBER County,

My Commission Expires 2-4-87

213
665767-B

214

CPC Form No. 110

AFFIDAVIT OF NONDEVELOPMENT

STATE OF WYOMING }
County of SUBLETTE } ss.

Robert V. Thompson, being first duly sworn, on his oath deposes and says:

That he is fully familiar with the following described premises and has been fully familiar with said premises for the period of at least 25 years, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 3: NE¼SE¼

210209

RECORDED January 9 1986 11:30A.
IN BOOK 76 Misc. 214
FEES $4.00 Dora J. Yake
SUBLETTE COUNTY, PINEDALE, WY

which land is described in an oil and gas mining lease executed under date of October 28, 19 75, by Vernon M. Johnson, a single man, lessor, and Dick V. Welch, lessee, which lease was recorded in Book 52 at Pages 167 - 168, of the Oil and Gas records of Sublette County, Wyoming

That since the date of said lease there has been no well drilled upon said land, nor any oil and gas produced therefrom, and that at the time of the making of this affidavit no oil, gas or other minerals are being or ever have been produced from any part of said lands and that there is no development or drilling operation for oil, gas or other minerals being prosecuted upon said lands.

Robert V. Thompson
Affiant

Subscribed and sworn to before me this 20th day of November, 1985
My Commission Expires Oct 1, 1988
Helen Attwood
Notary Public

STATE OF WYOMING }
County of SUBLETTE } ss.

On this 20th day of November in the year 1985 before me personally appeared _____

_____

_____

known to me _____

to be the person.... who is described in and who executed the within and foregoing instrument, and acknowledge to me that ....he.... executed the same.

_____

My Commission Expires _____ Notary Public, _____ County,

Producers 88
Western States

OIL AND GAS LEASE

THIS AGREEMENT made this 5th day of November 19 85 between
E. W. McNinche, a widower
P.O. Box 69
Big Piney, Wyoming 83113
Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee, WITNESSETH:

1. Lessor in consideration of ten and more Dollars
($ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to wit:

Township 30 North, Range 112 West, 6th P.M.
Section 29: NW¼NE¼

210210

January 9 1986 11:30 A
BK 76 PG 215
FEES $6.00 Lucile Tyler
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section _____, Township _____, Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 40.00 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XX~~ five (5) years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in State Bank of Big Piney (Account # 01132-3) Bank of 440 Budd Avenue, Big Piney, Wyoming 83113 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Forty and No/100ths Dollars ($ 40.00), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee, and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds in said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be proportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

_____

_____

Signatures X E. W. McNinche

Address E. W. McNinche

Address _____

Taxpayer Identification or Social Security Number
520-38-8552

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Wyoming

County of Sublette ss.

On this 6th day of November in the year of 1985, before me, a Notary Public within and for said County and State, personally appeared E. W. McNinche, a widower

known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his voluntary act and deed.

My Commission Expires: Oct. 1, 1988

Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this ____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires:

_____

Notary Public

No. _____

OIL AND GAS LEASE

FROM

TO

Date _____, 19__

Section _____ Township _____ Range _____

County _____

No. of Acres _____ Term _____

STATE OF _____

ss.

_____ of _____

instrument was filed for record on the _____ day of _____, 19____

o'clock _____ M., and duly recorded in book _____ page _____ of the records of this office.

County Clerk-Register of Deeds

Deputy

Record and Mail to:

When Recorded Return to:
Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Data

Producers 88 .
Western States

OIL AND GAS LEASE

THIS AGREEMENT made this 5th day of November, 19 85 between
Frances M. Johnson, a single woman

Big Piney, Wyoming 83113

Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee WITNESSETH:

1. Lessor in consideration of ten and more Dollars
($ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to wit:

Township 30 North, Range 114 West, 6th P.M.
Section 3: NE¼SE¼;
Section 14: SW¼NE¼, W½SE¼, SW¼, S½NW¼, NW¼NW¼;
Section 15: NE¼NE¼, SE¼;
Section 22: NE¼NE¼;

Recorded January 9 1986 11:30A
Book 76 of R ____ PAGE 219
Fees 6.00 Lucile Tyler
COUNTY CLERK, PINEDALE, WYO

210211

Wherever the royalty "one-eighth" appears in paragraph 3 of this lease, it shall be deleted and "fifteen percent (15%)" shall be lieu thereof. FMJ

of Section ____, Township ____, Range ____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underly ng lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall oe deemed to contain 680.00 acres whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XX~~ five (5) years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon. FMJ

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in First Wyoming (Account# 56-06450-8) Bank of Big Piney, Wyoming 83113 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Six Hundred Eighty and No/100ths Dollars ($ 680.00) (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

10. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

Signatures
X Frances M Johnson

Taxpayer Identification or Social Security Number
520-51-9908

Address Frances M. Johnson, a single woman

Address

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Wyoming

County of Sublette ss.

On this 14th day of November in the year of 19 85, before me, a Notary Public within and for said County and State, personally appeared Frances M. Johnson, a single woman

known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her voluntary act and deed.

My Commission Expires: January 10, 1987

Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of

County of ss.

On this day of A.D. 19, before me, a notary public in and for said county and state, appeared to me personally known, who being by me duly sworn, did say that he is the of said and that the seal affixed to said corporation, by authority of its board of directors, and said acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires:

Notary Public

No.

OIL AND GAS LEASE

FROM

TO

Date 19

Section Township Range

County

No. of Acres Term

STATE OF ss.

This instrument was filed for record on the day of 19

at o'clock M., and duly recorded in book page of the records of this office.

County Clerk-Register of Deeds

by Deputy

When Recorded Mail to:
Return to:
Amoco Production Co.
P.O. Box 800
Denver, Colorado 80201

FORM TA-21-2 REV 3-15-54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 5th day of November, 1985, from Frances M. Johnson, a single woman, as Lessors, to Springfield Oil Company, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202 in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 3: NE¼SE¼
Section 14: SW¼NE¼, W½SE¼, SW¼, S½NW¼, NW¼NW¼;
Section 15: NE¼NE¼, SE¼;
Section 22: NE¼NE¼;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Springfield Oil Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Frances M. Johnson, a single woman Big Piney, Wyoming 83113	First Wyoming Bank Big Piney, Wyoming 83113 Account # 56-06450-8	$340.00

210212

January 9 1986 11:30A
219
6.00
COUNTY CLERK

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 5th day of November, 19 85.

x Frances M Johnson (SEAL)
Frances M. Johnson, a single woman
SS# 520-54-9908

(SEAL)

(SEAL)

(SEAL)

219

Printed by P&M Printing (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of November, 1985, personally appeared Frances M. Johnson, a single woman

and _____, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires January 16, 1987

Kathleen A. Lemon
Notary Public.

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of _____
County of _____ ss.

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

known to me to be the person ____ described in and who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ voluntary act and deed.

_____
My Commission Expires:

_____
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____
My Commission Expires:

_____
Notary Public

No. _____

FROM

TO

_____ filed for record on the _____ day of _____, 19___, at _____ o'clock ___M., and duly recorded in Book _____ Page _____ of the records of this office.

_____ County Clerk.

_____ Deputy.

When recorded return to
When Recorded Return to:
Amoco Production Co
P.O. Box 800
Denver, Colorado 80
Attn: Land Data

Producers 88
Western States

OIL AND GAS LEASE

THIS AGREEMENT made this 5th day of November, 19 85, between Robert V. Thompson and Bette M. Thompson, husband and wife

P.O. Box 220
Big Piney, Wyoming 83113

Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee, WITNESSETH:

1. Lessor in consideration of ten and more Dollars
(I$ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to wit:

Township 30 North, Range 114 West, 6th P.M.
Section 3: NE¼SE¼;
Section 14: SW¼NE¼, W½SE¼, SW¼, S½NW¼, NW¼NW¼;
Section 15: NE¼NE¼, SE¼;
Section 22: NE¼NE¼;

January 9 1986 11:30 AM
Book 76 Abst
Fees 6.00

210213

Wherever the royalty "one-eighth" appears in paragraph 3 of this lease, it shall be deleted and "fifteen percent (15%)" shall be placed in lieu thereof. RVT BT

of Section ____, Township ____, Range ____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith, underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 680.00 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five (5) RVT BT years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale; Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in First Wyoming (Account #56-11578-1) Bank of Big Piney, Wyoming 83113 (which bank and its successors are Lessor's agent and shall continue as the depositary for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor), the sum of Six Hundred Eighty and No/100ths Dollars ($ 680.00), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depositary above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit any rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons on said land Lessee's production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

Form 1229 Jan-83

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10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith, if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

Signatures

X Robert V. Thompson

Address Robert V. Thompson

Taxpayer Identification or Social Security Number
520-16-3668

X Bette M. Thompson

Address Bette M. Thompson

520-64-2104

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Wyoming

County of Sublette ss.

On this 8th day of November in the year of 1986, before me, a Notary Public within and for said County and State, personally appeared Robert V. Thompson and Bette M. Thompson, husband and wife

known to me to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

My Commission Expires: December 16, 1987

Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires:

Notary Public

No. _____

OIL AND GAS LEASE

FROM

TO

Date _____, 19___

Section _____ Township _____ Range _____

County _____

No. of Acres _____ Term _____

STATE OF _____

ss.

This instrument was filed for record on the _____ day of _____, 19___ at _____ o'clock ___M. and duly recorded in book _____ page _____ of the records of this office.

County Clerk-Register of Deeds

By _____ Deputy

Record and Mail to:

When Recorded Return to:
Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Data

FORM T3

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 5th day of November, 19 85, a certain oil and gas lease was made, executed, and delivered by

Frances M. Johnson, a single woman
Big Piney, Wyoming 83113

as Lessor, to Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
as Lessee, covering the following-described lands in Sublette County, State of Wyoming, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 3: NE¼SE¼;
Section 14: SW¼NE¼, W½SE¼, SW¼, S½NW¼, NW¼NW¼;
Section 15: NE¼NE¼, SE¼;
Section 22: NE¼NE¼;

210214

January 9 1986 11:30 AM
76 Rec'd
4.00 223
COUNTY, PINEDALE, WYOMING

said lease being recorded in Book_____ at Page_____ of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 20th day of November, 19 85

x Robert V. Thompson
Robert V. Thompson

x Bette M. Thompson
Bette M. Thompson

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of WYOMING
County of SUBLETTE ss.

On this 20th day of November in the year of 19 85, before me, a Notary Public within and for said County and State, personally appeared Robert V. Thompson and Bette M. Thompson, husband and wife known to me to be the person S described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

Oct 1, 1988
My Commission Expires:

Helen Attwood
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

223

My Commission Expires:

FORM TA-21-2 REV. 9-15-74

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 5th day of November, 1985, from Robert V. Thompson and Bette M. Thompson, husband and wife, as Lessors, to Springfield Oil Company, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202 in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 3: NE¼SE¼;
Section 14: SW¼NE¼, W½SE¼, SW¼, S½NW¼, NW¼NW¼;
Section 15: NE¼NE¼, SE¼;
Section 22: NE¼NE¼;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Springfield Oil Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Robert V. Thompson and Bette M. Thompson, husband and wife P.O. Box 220 Big Piney, Wyoming 83113	First Wyoming Bank Big Piney, Wyoming 83113 Account # 56-11578-1	$340.00

210215

RECORDED January 9 1986 11:30 AM
IN BOOK 76 Misc 224
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, [illegible] WYOMING

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 5th day of November, 19 85

x Robert V. Thompson (SEAL)
Robert V. Thompson
SS# 520-16-3668

x Bette M. Thompson (SEAL)
Bette M. Thompson
SS# 520-64-2104

(SEAL)

(SEAL)

Printed by P&N Printing (303) 893 1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of November, 19 85, personally appeared Robert V. Thomspon and Bette M. Thompson, husband and wife

and [illegible], to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires January 11, 1987 [illegible] Notary Public

County

INDIVIDUAL FORM OF ACKNOWLEDGMENT

State of _____
ss.
County of _____

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

_____

known to me to be the person ____ described in and who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ voluntary act and deed.

_____
My Commission Expires:

_____
Notary Public

CORPORATE FORM OF ACKNOWLEDGMENT

State of _____
ss.
County of _____

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____
My Commission Expires:

_____
Notary Public

No. _____

FROM

TO

Dated _____, 19___

No. Acres _____

_____ County, _____

Term 225

This instrument was filed for record on the _____ day of _____, 19___, at _____ o'clock ___M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to
When Recorded
Return to:
Amoco Production Co.
P.O. Box 800
Denver, Colorado 80201
Attn: Land Data

226

Producers 88
Western States

210216

OIL AND GAS LEASE

RECORDED January 9, 1986 11:37 AM
IN BOOK 76 Misc PAGE 226
FEES 6.00 Carol A Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

THIS AGREEMENT made this 14th day of November 19 85 between
Gordon M. Mickelson and Margaret G. Mickelson, husband and wife
P.O. Box 189
Big Piney, Wyoming 83113

Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee, WITNESSETH:

1. Lessor in consideration of ten and more Dollars
($ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to wit:

Township 31 North, Range 114 West, 6th P.M.
Section 23: N½NE¼, SW¼NE¼, S½NW¼, NW¼SW¼;
Section 27: NW¼NW¼;
Section 28: NE¼NE¼, S½NE¼, N½SW¼, SE¼NW¼;
Section 29: NE¼SE¼;

Wherever the royalty "one-eighth" appears in paragraph 3 of this lease, it shall be deleted, and "fifteen percent (15%)" shall be placed in lieu thereof.

210215

of Section _____ Township _____ Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith, underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 560.00 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected. Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land, as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in First Wyoming (Account #56-06572-5) Bank of Big Piney, Wyoming 83113 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor), the sum of Five Hundred Sixty and No/100ths Dollars ($ 560.00), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease, in lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative agreement, unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee may at any time without Lessor's consent, in writing, surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right at any time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within 200 feet of any residence or barn now on said land without Lessor's consent. Lessee agrees to pay to the owner thereof any damages to crops, or improvements thereon, arising from any operations of Lessee.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor all or any part of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of the lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferential right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor, along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through a bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

Signatures
X Gordon M. Mickelson
Address Gordon M. Mickelson

Taxpayer Identification or Social Security Number
520-42-9681

X Margaret G. Mickelson
Address Margaret G. Mickelson

520-20-6473

INDIVIDUAL FORM OF ACKNOWLEDGMENT

State of Wyoming
County of Sublette ss.

On this 15th day of November in the year of 1985, before me, a Notary Public within and for said County and State, personally appeared Gordon M. Mickelson and Margaret G. Mickelson, husband and wife known to me to be the person S described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

My Commission Expires: January 15, 1987

Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of
County of ss.

On this day of A.D. 19, before me, a notary public in and for said county and state, appeared to me personally known, who being by me duly sworn, did say that he is the of said and that the seal affixed to said corporation, by authority of its board of directors, and said acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires:

Notary Public

OIL AND GAS LEASE

No.

FROM

TO

Date 19

Section Township Range

County

No. of Acres Term

STATE OF
County of ss.

This instrument was filed for record on the day of 19 at o'clock M., and duly recorded in book page of the records of this office.

County Clerk-Register or Deputy

by

Record and Mail to:

When Recorded
Return to:
Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Data

221

228

Produce s 88
Western States

210217
OIL AND GAS LEASE

FILED January 9 1986 11:30AM
BOOK 176 Oil
FEES 6.00 Sublette
SUELLEN [illegible]

THIS AGREEMENT made this 14th day of November 19 85 between
Gordon M. Mickelson and Margaret G. Mickelson, husband and wife
P.O. Box 189
Big Piney, Wyoming 83113

Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee, WITNESSETH:

1. Lessor in consideration of ten and more Dollars
($ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to wit:

Township 31 North, Range 114 West, 6th P.M.
Section 13: SW¼SW¼;
Section 14: S½S½;
Section 22: NE¼NE¼, SW¼NE¼, NW¼SE¼, E½SW¼, SE¼NW¼;
Section 23: N½NW¼;

Wherever the royalty "one-eighth" appears in paragraph 3 of this lease, it shall be deleted and "fifteen percent (15%)" shall be placed in lieu thereof.
G.M.M. G.G.M.

of Section _____, Township ___, Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 520.00 acres, whether it actually comprises more or less. G.M.M. G.G.M.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~xx~~ five (5) years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $ 100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in First Wyoming (Account #56-06572-5) Bank of Big Piney, Wyoming 83113 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Five Hundred Twenty and No/100ths ---------- Dollars ($ 520.00) (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee, and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have [redacted] required by Lessor consent. The Lessee [redacted] without Lessor's consent to surrender all or any portion of this lease to remove all property and [redacted] any depth, and no well shall be [redacted] any damages to crops, or [redacted] buildings and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right to draw and remove all casing. When requested by Lessor, Lessee shall bury all pipelines below plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee shall pay for damages caused by its operations to growing crops on said land, including the right to draw and remove all casing. When requested by Lessor, Lessee shall bury all pipelines below plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee shall pay for all damages caused by its operations to growing crops on said land, including damages resulting from any operations of Lessee [redacted]

Form 1279 - Jan 82

10. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor all or any part of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessee's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

_____

_____

Signatures

X Gordon M. Mickelson

Address Gordon M. Mickelson

X Margaret G. Mickelson

Address Margaret G. Mickelson

Taxpayer Identification or Social Security Number

520-42-9681

520-20-6473

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Wyoming

ss.

County of Sublette

On this 15th day of November in the year of 1985, before me, a Notary Public within and for said County and State, personally appeared Gordon M. Mickelson and Margaret G. Mickelson, husband and wife

known to me to be the person S described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

My Commission Expires: January 16, 1987

Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

ss.

County of _____

On this ____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____

My Commission Expires:

_____

Notary Public

No. _____

OIL AND GAS LEASE

FROM

TO

Date _____, 19__

Section ____ Township ____ Range ____

____ County

No. of Acres ____ Term ____

STATE OF ____ ss.

County of ____

This instrument was filed for record on the ____ day of ____, 19__ at ____ o'clock ____ M., and duly recorded in book ____ page ____ of the records of this office.

____ County Clerk-Register of Deeds

by ____ Deputy

Record and Mail to:

When Recorded

Return to:

Amoco Production Co.

P. O. Box 800

Denver, Colorado 80201

Attn: Land Data

229

230

[redacted]

Form Approved by the Board
and Effective March 1, 1982

LEASE NO. 85-00487
PARCEL NO. 898
FUND S.C.E.P. & R.INST.

STATE OF WYOMING
OIL AND GAS LEASE FORM

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners, as lessor, and

HAROLD L. SCHRADER, as lessee.

WITNESSETH:

Section 1. PURPOSE. The lessor, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by lessee, does hereby grant and lease to the lessee, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to-wit:

40.00 Tract 42(Orig.SW¼NW¼ Sec.28), Res.Twp. 27 N., Rg. 115 W., 6th P. M.
40.00 Tract 46(Orig.SW¼SW¼ Sec.33), Res.Twp. 27 N., Rg. 115 W., 6th P. M.

80.00 Acres

RECORDED January 9 1986 11:30 AM
IN BOOK 76 OF DEEDS PAGE 230
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

210218

County Sublette - Total Acres 80.00 - Advance Rental $ 80.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

Section 4. Lessee expressly represents that, if an individual, lessee is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age - and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to and operations by lessee hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

IN WITNESS WHEREOF, this lease has been executed by lessor and lessee to become effective on the 2nd day of August, 1985 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: Howard M. Tolman
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: Harold L Schrader

[redacted]

Address P. O. Box 1663 City Casper

State Wyoming 82602 (Zip) Telephone No. 307-234-8300

[redacted]

[redacted] [redacted] [redacted]

When Recorded
Return to:
Amoco Production Co.
P.O. Box 800
Denver, Colorado 80201

OIL AND GAS LEASE TERMS

Section 1 THE LESSEE AGREES

(a) CONDITIONS To furnish bond with an approved corporate surety company authorized to transact business in the State of Wyoming or such other surety as may be acceptable to the lessor, in the penal sum, form and kind of the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b) PAYMENTS To make all payments accruing hereunder to the Commissioner of Public Lands 2424 Pioneer Avenue, Cheyenne, Wyoming 82002

(c) RENTALS Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payment of rental on an operating lease.

(d) ROYALTIES The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item, provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

(v) In cases where natural gas is produced and the natural gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

(vi) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS To deliver to the lessor, or to such individual firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulation or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k) SUSPENSION OF OPERATIONS Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l) DILIGENCE PREVENTION OF WASTE To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor, to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees. To plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof, to conduct all operations subject to the inspection of the lessor, to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense, to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m) TAXES AND WAGES FREEDOM OF PURCHASE To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n) ASSIGNMENTS OF LEASE PRODUCTION AGREEMENTS Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Commissioner when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2 THE LESSOR EXPRESSLY RESERVES

(a) The right to lease, sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by this lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c) From the operation of this lease, the surface lands heretofore granted for rights of way and easements and reserves the right to grant such other rights of way and easements as provided by the Statutes of the State of Wyoming, as long as such rights of way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d) The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessee's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands as provided in Section 3(e) below.

(e) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f) In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3 APPRAISAL OF IMPROVEMENTS The lessee shall have the right, subject to the provisions of Title 36 as to State and State School Lands, and Title 11, as to Farm Loan Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4 FORFEITURE CLAUSE The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5 RELINQUISHMENT AND SURRENDER This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Commissioner or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Commissioner, a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee, unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

Sec. 1 (p)

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"Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in

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RECORDED January 9 1986 11:32 AM
IN BOOK Misc. PAGE 232
FEES 4.00 Sue L. Gordon COUNTY CLERK
BY DEPUTY COUNTY CLERK

210219 ASSIGNMENT
STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That X, we, Springfield Oil Company, assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 85-00487,

and covering land situate in Sublette County, Counties, described as follows:

Tract 42(Orig. SW¼NW¼ Sec. 28) Res. Twp. 27 N., Rg. 115 W., 6th P.M.
Tract 46(Orig. SW¼SW¼ Sec. 33) Res. Twp. 27 N., Rg. 115 W., 6th P.M.

and containing 80.00 acres more or less, for and in consideration of the sum of Ten and More Dollars ($ 10.00+) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Amoco Production Company of P.O. Box 800,Denver, Co 80202, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Tract 42 (Orig. SW¼NW¼ Sec. 28) Res. Twp. 27 N., Rg. 115 W., 6th P.M.
Tract 46 (Orig. SW¼SW¼ Sec. 33) Res. Twp. 27 N., Rg. 115 W., 6th P.M.

and containing 80.00 acres, more or less, reserving, however, unto assignor a previously reserved overriding royalty interest of One and 1/3% of 8/8ths which is inclusive of all existing overriding burdens on said lease, in an assignment from Harold L.Schrader to Springfield Oil Company

TO HAVE AND TO HOLD unto the said Amoco Production Company, their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 13 day of December, 1985

WITNESS:

Springfield Oil Company
Assignor-Lessee

Ruth E Gholtzmann

By Richard E. Martin
Richard E. Martin, President

Attest:
Mary C. Sellers
Mary C. Sellers, Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of _____ }
County of _____ } ss.

On this _____ day of _____, A. D. 19 . . , before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, A. D. 19 . . .

(SEAL)

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado }
County of Denver } ss.

On this 13th day of December, A. D. 1985, before me personally appeared Richard E. Martin, to me personally known, who, being by me duly sworn, did say that he is the president of Springfield Oil Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said president acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 13th day of December, A. D. 19 85.

(SEAL)

My Commission Expires August 9, 1988
350 Petroleum Bldg.
Denver, Colorado 80202

Notary Public

My Commission expires:

Assignment approved [redacted] of Land Commissioners: _____

[redacted] the Commissioner of Public Lands: _____

[redacted] signment is $20.00. [redacted] ms are desired incorporated in the [redacted] special [redacted] copies forwarded to C[redacted]er of Public Lands in duplicate, a[redacted] [redacted]tained

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ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, SPRINGFIELD OIL COMPANY
550 Petroleum Building
Denver, Colorado 80202

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

Amoco Production Company
P.O. Box 800
Denver, Colorado 80201

(hereinafter called Assignee) all right, title and interest in and to the oil and gas leases described in Exhibit "A" which is attached hereto and made a part hereof, togethe wiht the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said leases,estates, rights and property, free and clear from all liens, encumbrances or adverse claims; That said leases are valid and subsisting leases on the land above described, and all rentals and royalties due thereunder have been paid and all conditions neccssary to keep the same in full-force have been duly performed.

EXECUTED, This 3rd day of December, 1985.

ATTEST:

BY: Mary C. Sellers
Mary C. Sellers, Secretary

SPRINGFIELD OIL COMPANY

BY: Richard E. Martin
Richard E. Martin, President

STATE OF COLORADO

ss. Corporate Acknowledgment

COUNTY OF DENVER

On this 3rd day of December, 1985, before me the undersigned, a Notary Public in and for said county, personally came Richard E. Martin, President of SPRINGFIELD OIL COMPANY to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said President and that the Corporate seal of the said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at 10:00 AM in said county the day and year last above written.

My commission expires My Commission Expires August 9, 1988
550 Petroleum Bldg.
Denver, Colorado 80202

Dana Lou Erato
NOTARY PUBLIC

210220

RECORDED January 9 1986 11:30 A.M.
IN BOOK 76 Misc. AT 233
FEES $7.75 Lois A. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

765 Misc 233

13-77-1
REVISED 8-1-82

LEASE SCHEDULE

EXHIBIT "A", PAGE 1 of 1 STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
1343-19	E.W. McNinche, a widower	Springfield Oil Company	11-5-85	Township 30 North, Range 112 West, 6th P.M. Section 29: NW¼NE¼;	40.00		
1343-20	Gordon M. Mickelson and Margaret G. Mickelson, husband and wife	Springfield Oil Company	11-14-85	Township 31 North, Range 114 West, 6th P.M. Section 13: SW¼SW¼; Section 14: S½S½; Section 22: NE¼NE¼, SW¼NE¼, NW¼SE¼, E½SW¼, SE¼NW¼; Section 23: N½NW¼;	520.00		
1343-21	Gordon M. Mickelson and Margaret G. Mickelson, husband and wife	Springfield Oil Company	11-14-85	Township 31 North, Range 114 West, 6th P.M. Section 23: N½NE¼, SW¼NE¼, S½NW¼, NW¼SW¼; Section 27: N½NW¼; Section 28: NE¼NE¼, S½NE¼, N½SW¼, SE¼NW¼; Section 29: NE¼SE¼;	560.00		
1343-22	Frances M. Johnson, a single woman	Springfield Oil Company	11-5-85	Township 30 North, Range 114 West, 6th P.M. Section 3: NE¼SE¼; Section 14: SW¼NE¼, W½SE¼, SW¼, S½NW¼, NW¼NW¼; Section 15: NE¼NE¼, SE¼; Section 22: NE¼NE¼;	580.00		
1343-22A	Robert V. Thompson and Bette M. Thompson, husband and wife	Springfield Oil Company	11-5-85	Township 30 North, Range 114 West, 6th P.M. Section 3: NE¼SE¼; Section 14: SW¼NE¼, W½SE¼, SW¼, S½NW¼, NW¼NW¼; Section 15: NE¼NE¼, SE¼; Section 22: NE¼NE¼;	680.00		

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After recording return t
Craig Newman
Brown, Drew, Apostolos, Massey
111 W. 2nd, Suite 50(
Casper, WY 82601

CONVEYANCE AGREEMENT

This Conveyance Agreement (this "Agreement"), executed on December 27, 1985 but effective as of the Effective Time (as defined below), is between Mesa Petroleum Co., a Delaware corporation located at One Mesa Square, Amarillo, Texas 79189 ("Mesa"), Mesa Limited Partnership, a Delaware limited partnership located at One Mesa Square, Amarillo, Texas 79189 ("MLP") and Mesa Operating Limited Partnership, a Delaware limited partnership located at One Mesa Square, Amarillo, Texas 79189 ("Operating").

WHEREAS, Mesa has agreed to convey the Subject Assets (as defined below) to MLP in exchange for (i) the assumption by MLP of the Assumed Liabilities (as defined below) and (ii) the receipt from MLP of 65,711,514 Units (as defined below); and

WHEREAS, MLP has agreed to convey all of its right, title and interest in and to the Subject Assets to Operating in exchange for a 98.9899% interest in Operating as the sole limited partner thereof and the assumption by Operating of the Assumed Liabilities;

NOW, THEREFORE, for valuable consideration, the undersigned parties agree and grant as follows:

ARTICLE I

DEFINITIONS

1.1 The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement:

"Assets" shall mean all of the assets of Mesa, as of the close of business on the day prior to the Effective Time, including (without limitation) the following properties:

(a) all of Mesa's right, title and interest in and to or derived under oil, gas and/or mineral leases (including rights thereto under bids and offers made by Mesa), surface leases, salt water disposal leases and agreements, overriding royalty interests, mineral and royalty interests, servitudes, fee interests, net profits interests, reversionary interests, production payments or

210237

RECORDED January 6, 1986 8:00 AM
IN BOOK 76 Misc PAGE 235
FEES $18.25 Lois J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

other payments out of production, options, water well agreements, production throughput agreements, rights-of-way, easements, and all other interests and estates, including (without limitation) all of Mesa's right, title and interest in and to or derived under the properties described on Exhibit C, even if Mesa's interests in said properties are incorrectly described in Exhibit C;

(b) all of Mesa's right, title and interest in and to or derived under all of the presently existing and valid unitization and pooling agreements and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction) which relate to any of the properties and interests described in subparagraph (a) above;

(c) all of Mesa's right, title and interest in and to or derived under all of the presently existing and valid oil, casinghead gas and gas sales, purchase exchange and processing contracts and agreements, operating agreements, farmouts, farmins, platform or gas facility agreements and all other contracts, agreements and instruments, which relate to any of the properties and interests described in subparagraphs (a) and (b) above;

(d) all other real property, improvements and fixtures;

(e) all equipment, inventory and other personal property;

(f) all instruments, including all of the ownership interest of Mesa in equity or debt securities of other companies;

(g) all chattel paper, documents, accounts and general intangibles and all contract rights, warranties and insurance policies other than the directors' and officers' insurance policies maintained by Mesa for its officers and directors; and

(h) all books of account, files, papers, records and computer databases together with

related file layouts relating to any and all of the foregoing.

"Assumed Liabilities" shall mean, as of the Effective Time, all liabilities and obligations of Mesa, fixed or contingent (whether or not incurred in the ordinary course of business and whether or not reflected on the books and records of Mesa at the Effective Time), (i) accruing or relating to times prior to the Effective Time, (ii) arising in connection with the Initial Distribution, (iii) relating to any Asset contributed hereunder or (iv) required by contract or agreement to be assumed by a transferee of a substantial portion of the assets or business of Mesa, including (without limitation) all liabilities and obligations under the Oil and Gas Credit and under the Bank of Montreal Loan Agreement; provided, however, that the Assumed Liabilities shall not include the Excluded Liabilities.

"Bank of Montreal Loan Agreement" shall mean the Restated Loan Agreement dated April 20, 1983 between Mesa and Bank of Montreal, San Francisco agency, as amended by the Agreement and First Amendment to Restated Loan Agreement dated as of December 26, 1985 between Mesa, MLP, Operating and Bank of Montreal, New York Branch.

"Effective Time" shall mean December 27, 1985, at 7:00 A.M., local time in effect at the location of each Subject Asset.

"Excluded Assets" shall mean all of the assets described in the attached Exhibit A.

"Excluded Liabilities" shall mean all of the liabilities and obligations described in the attached Exhibit B.

"Initial Distribution" shall mean, collectively, (i) the transfer of the Subject Assets to MLP and Operating pursuant to this Agreement, (ii) the assumption and guarantee by MLP and Operating pursuant to this Agreement of certain obligations and indebtedness of Mesa and the issuance by MLP of Units to Mesa, and (iii) the deposit by Mesa of such Units with a depositary in exchange for depositary units and the distribution of such depositary units to Mesa stockholders in December 1985.

"MLP Partnership Agreement" shall mean the Amended and Restated Agreement of Limited Partnership of Mesa Limited Partnership, dated November 4, 1985.

"Oil and Gas Credit" shall mean the Mesa Oil and Gas Credit Agreement dated as of October 15, 1985 among Mesa, MLP, Operating, Citibank, N.A., as Agent and as Collateral Agent, and the banks named therein, as amended.

"Operating Partnership Agreement" shall mean the Amended and Restated Agreement of Limited Partnership of Mesa Operating Limited Partnership, dated November 4, 1985.

"Permitted Encumbrances" shall mean the following, to the extent the same are valid, binding and enforceable at the Effective Time and affect the Subject Assets:

(a) lessors' royalties, overriding royalties, rights to payments out of production, reversionary interests and similar burdens;

(b) joint operating agreements, pooling and unitization agreements, production and product sales agreements, gas processing agreements, construction and operating agreements for platforms, plants and other facilities (or any of the same), transportation agreements, exchange agreements, balancing agreements, joint venture agreements, exploration agreements, area of mutual interest agreements, farmout and farmin agreements, salt water disposal agreements, commingling agreements and all other similar agreements and instruments relating to any of the Subject Assets;

(c) liens for taxes or assessments not yet delinquent or, if delinquent, that are being contested in good faith in the normal course of business;

(d) all rights to consent or approval by, required notices to, filings with, or other actions by, governmental entities in connection with the conveyance of oil and gas leases or interests therein if the same are customarily obtained subsequent to such conveyance;

(e) conventional rights of reassignment requiring notice to the holders of such rights;

(f) easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations, pipelines, grazing, logging, canals, ditches, reservoirs or the like; conditions, covenants or other restrictions; and easements for streets, alleys, highways, pipelines, telephone lines, power lines, railways and other easements and rights-of-way, on, over or in respect of any of the Subject Assets;

(g) materialmen's, mechanics', repairmen's, employees', contractors', operators' or other similar liens (whether express, implied, statutory or constitutional) or charges and any statutory security interest or lien under the Uniform Commercial Code ("U.C.C.") or other statute of the state in which the applicable portion of the Subject Assets is located at the Effective Time, arising in the ordinary course of business incidental to drilling or development activities, construction, maintenance or operation of any of the Subject Assets;

(h) the terms and conditions of all leases and agreements which are included among and constitute a part of the Subject Assets, and the terms and conditions of all other agreements, orders, instruments and documents relating to the Subject Assets;

(i) all matters reflected in the official real property records, U.C.C. records, deed of trust or mortgage records, chattel mortgage records or other public records, of each jurisdiction in which the Subject Assets are located (including, without limitation, the records of the Minerals Management Service, Bureau of Land Management and Bureau of Indian Affairs, U.S. Department of the Interior);

(j) rights reserved by or vested in any municipality or governmental, statutory or public authority to control or regulate any of the Subject Assets in any manner, and all applicable laws, rules and orders of any governmental authority, including (without limitation) future increases or decreases in the net revenue interest

due to suspension of overriding royalty interests or other payments out of production pursuant to federal, state or Indian laws, rules or regulations applicable to the Subject Assets;

(k) all other recorded and unrecorded liens, charges, encumbrances, contracts, agreements, instruments and obligations affecting the Subject Assets which do not, individually or in the aggregate, materially and adversely affect the operation and development of the Subject Assets; and

(l) all liens, charges, encumbrances, contracts, agreements, instruments and obligations securing obligations and indebtedness under the Oil and Gas Credit or any other indebtedness or obligations assumed hereunder.

"Person" shall mean an individual, a corporation, a partnership, a trust, an unincorporated organization, an association or any other entity.

"Plan" shall mean the plan pursuant to which Mesa is reorganized into a limited partnership, in the form in which it was adopted by the stockholders of Mesa at a special meeting of stockholders held on December 4, 1985.

"Revolving Credit" shall mean that certain revolving credit agreement dated as of October 15, 1985 among Mesa and certain banks as set forth on the signature pages thereto in an amount up to $250,000,000, as amended, which credit is secured by a pledge of the shares of common stock of Unocal Corporation, a Delaware corporation, Mesa Southern Co., a wholly-owned subsidiary of Mesa and Mesa Asset Co., an indirect wholly owned subsidiary of Mesa.

"Subject Assets" shall mean the Assets, save and except the Excluded Assets.

"Term Loan Agreement" shall mean that certain Term Loan Agreement dated June 13, 1984 among Mesa, the Lenders (as therein defined) and Citibank, N.A., as agent for the Lenders, as amended, providing for borrowings by Mesa of up to $785,000,000.

"Unit" shall mean a unit of limited partnership interest in MLP.

ARTICLE II

CONTRIBUTION AND TRANSFER OF SUBJECT ASSETS TO MLP

2.1 Contribution and Transfer of Subject Assets. In performance of its obligations under the Plan, Mesa hereby grants, conveys, assigns, transfers, contributes and delivers unto MLP, its successors and assigns, forever, the Subject Assets, effective as of the Effective Time and having an "agreed value" (as defined in the MLP Partnership Agreement), after reduction for the Assumed Liabilities, equal to the aggregate initial market value of the Units issued in respect thereof.

TO HAVE AND TO HOLD the Subject Assets and all rights and appurtenances pertaining thereto, unto MLP, its successors and assigns forever, subject, however, to the terms and conditions stated in this Agreement.

2.2 Consideration for Contribution and Transfer. In consideration for the contribution and conveyance of the Subject Assets to MLP, MLP has (a) undertaken the obligations stated in Sections 2.3 and 2.4 and (b) simultaneously with the execution and delivery of this Agreement, issued to Mesa 65,711,514 Units.

2.3 Assumption of Liabilities by MLP. MLP hereby assumes and agrees to pay, perform and discharge when due the Assumed Liabilities; provided that the Excluded Liabilities are not assumed by MLP pursuant to this Agreement; and provided further that (subject to the provisions of Section 4.4 hereof) the provisions of this Section 2.3 shall not be deemed to limit or affect the remedies of MLP against Mesa under the limited warranty of title made by Mesa under Section 4.2(a).

2.4 Guarantees by MLP. MLP hereby agrees to, and does hereby, guarantee the obligations of Mesa under (i) the Term Loan Agreement, provided that such guarantee shall be limited to that part of the interest payable on such borrowings which exceeds interest required to be paid on the note receivable pledged as security for such borrowings, and (ii) the Revolving Credit, and in connection therewith agrees to execute and deliver to the obligees of Mesa under the Term Loan Agreement a guaranty substantially in the form of Exhibit K thereto and to the obligees under the Revolving Credit a guaranty substantially in the form of Exhibit C thereto.

ARTICLE III

CONTRIBUTION AND TRANSFER OF SUBJECT ASSETS TO OPERATING

3.1 Contribution and Transfer of Subject Assets. In performance of its obligations under the Plan, MLP hereby grants, conveys, assigns, transfers, contributes and delivers unto Operating, its successors and assigns, forever, the Subject Assets, effective as of the Effective Time and having an "agreed value" (as defined in the Operating Partnership Agreement) equal to the aggregate of (i) the "agreed value" of the Subject Assets, after reduction for the Assumed Liabilities, transferred by Mesa to MLP determined in accordance with Section 2.1 and (ii) the Net Value (determined pursuant to Section 4.1(b) of the MLP Partnership Agreement) of the initial contribution by the general partners of MLP to MLP.

TO HAVE AND TO HOLD the Subject Assets and all rights and appurtenances pertaining thereto, unto Operating, its successors and assigns, forever, subject however to the terms and conditions stated in this Agreement.

3.2 Consideration for Contribution and Transfer. In consideration for the contribution and conveyance of the Subject Assets to Operating, Operating has (a) undertaken the obligations stated in Sections 3.3 and 3.4 and (b) simultaneously with the execution and delivery of this Agreement, delivered to MLP a certificate representing the limited partnership interest in Operating.

3.3 Assumption of Liabilities by Operating. Operating hereby assumes and agrees to pay, perform and discharge when due the Assumed Liabilities; provided that the Excluded Liabilities are not assumed by Operating pursuant to this Agreement; and provided further that (subject to the provisions of Section 4.4 hereof) the provisions of this Section 3.2 shall not be deemed to limit or affect the remedies of MLP or MOLP against Mesa under the limited warranty of title made by Mesa under Section 4.2(a).

3.4 Guarantees by Operating. Operating hereby agrees to, and does hereby, guarantee the obligations of Mesa under (i) the Term Loan Agreement, provided that such guarantee shall be limited to that part of the interest payable on such borrowings which exceeds interest required to be paid on the note receivable pledged as security for such borrowings, and (ii) the Revolving Credit, and in connection

therewith agrees to execute and deliver to the obligees of Mesa under the Term Loan Agreement a guaranty substantially in the form of Exhibit K thereto and to the obligees under the Revolving Credit a guaranty substantially in the form of Exhibit C thereto.

ARTICLE IV

MISCELLANEOUS

4.1 Permitted Encumbrances. The conveyances made by this Agreement are made expressly subject to the terms and conditions of the Permitted Encumbrances. Each of MLP and Operating acknowledges receipt of copies of instruments constituting certain of the Permitted Encumbrances, and each of MLP and Operating agrees to be bound by or subject to the Permitted Encumbrances, whether or not all instruments constituting the Permitted Encumbrances have been so received.

4.2 Limited Warranties.

(a) With respect to the interests in the Subject Assets which Mesa and MLP, respectively, convey or purport to convey by this Agreement, Mesa and MLP, respectively, warrant title to such interests, subject to the Permitted Encumbrances, against the claims of every Person whomsoever lawfully claiming by, through or under Mesa or MLP, as the case may be, but not otherwise.

(b) Except as stated in Section 4.2(a), the conveyances made by this Agreement are made without warranty of title, express, implied, or statutory, but with full substitution and subrogation of MLP and Operating, and all persons claiming by, through and under MLP and Operating, to the extent assignable, in and to all covenants and warranties by Mesa's predecessors in title and with full subrogation of all rights accruing under the statutes of limitation or prescription under the laws of various states in which the Subject Assets are located and all rights of actions of warranty against all former owners of the Subject Assets.

(c) MLP, Operating and Mesa agree that, to the extent required by the applicable law to be operative, the disclaimers of certain warranties contained in this Section are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. MESA HEREBY (i) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESSED, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO (A) THE CONDITION OF THE SUBJECT ASSETS

(INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), OR (B) ANY INFRINGEMENT BY MESA OR ANY OF ITS AFFILIATES OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY; AND (ii) TOGETHER WITH MLP AND OPERATING, NEGATES ANY RIGHTS OF MLP OR OPERATING UNDER STATUTES TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY MLP OR OPERATING FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN AS OF THE EFFECTIVE TIME, IT BEING THE INTENTION OF MESA, MLP AND OPERATING THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND THAT EACH OF MLP AND OPERATING HAS MADE OR CAUSED TO BE MADE SUCH INSPECTION AS IT DEEMS APPROPRIATE. MLP AND OPERATING EXPRESSLY WAIVE THE PROVISIONS OF CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.55A, WHICH IS NOT WAIVED), TEXAS BUSINESS & COMMERCE CODE.

4.3 Prorations.

All income and expenses attributable to the properties conveyed pursuant hereto (including ad valorem, property, production, severance and similar taxes and assessments based upon or measured by the ownership of property or the production of hydrocarbons or receipt of gross proceeds therefrom) shall be prorated between Mesa, on the one hand, and MLP and Operating, on the other hand, as of the Effective Time, and Mesa shall be charged for all such expenses based on ownership of or production attributable to the properties conveyed pursuant hereto prior to the Effective Time. The parties shall make appropriate payments to each other from time to time as may be necessary to give effect to said prorations. If the Effective Time falls on a day other than the first day of a calendar month, then a percentage of the costs and expenses which are incurred or income which accrues during said month equal to a fraction (the numerator of which is the number of days in said calendar month prior to, but not including, the Effective Time, and the denominator of which is the number of days in said calendar month) shall be borne by or paid to Mesa with the remainder being borne by or paid to MLP and Operating.

4.4 Third Party Beneficiaries. Subject to the provisions of Section 4.6, it is expressly recognized that each obligee in respect of the obligations assumed by MLP and by Operating hereunder (including, without limitation, (i) the "Banks", the "Agent" and the "Collateral Agent" under and as defined in the Oil and Gas Credit, (ii) the

"Lenders" and the "Agent" under and as defined in the Term Loan and (iii) the Bank of Montreal, New York Branch, under the Bank of Montreal Loan Agreement) is a third party beneficiary of the obligations of MLP and of Operating assumed by and under the provisions hereof, that, as such, each such third party beneficiary is entitled to enforce such obligations directly against MLP and/or Operating, that, as to each such obligee, such obligations of MLP and of Operating are primary and not secondary (though the obligations of Mesa in respect thereof remain primary) and are the joint and several obligations of Mesa, MLP and Operating, and that none of such liabilities of MLP and/or Operating are or shall be reduced by any claim of MLP or Operating against Mesa.

4.5 Further Assurances. From and after the Effective Time, each of Mesa and MLP, without further consideration, will use its best efforts to execute, deliver and record or cause to be executed, delivered and recorded such good and sufficient instruments of conveyance and transfer, and take such other action as may be reasonably required to effectively vest in Operating beneficial and record title to the properties conveyed to it pursuant hereto and to put Operating in actual possession and operating control of such properties. With respect to interests in federal, state or Indian leases that are included among the Subject Assets and that require filings with governmental or tribal agencies before they may be assigned, Mesa and MLP will each use its best efforts to file the appropriate documents, pay related fees, and take any other steps necessary to obtain official approval of the assignments. If an attempted assignment of any claim, contract, license, mineral or leasehold interest, lease commitment or any benefit arising thereunder or resulting therefrom shall be ineffective without the consent of a third party or would affect the rights of Mesa or MLP thereunder so that Operating would not receive all such rights, Mesa or MLP, as the case may be, will cooperate with Operating in any arrangement reasonably required to provide Operating with the benefits under any such claim, contract, license, mineral or leasehold interest or lease commitment.

From and after the Effective Time, each of MLP and Operating, without further consideration, will use its best efforts to execute and deliver or cause to be executed and delivered such instruments and take such other action as may be reasonably required more effectively to assume and take responsibility for the indebtedness and other obligations and liabilities assumed by each of MLP and Operating pursuant to this Agreement.

From and after the Effective Time, MLP, without further consideration, will use its best efforts to execute and deliver or cause to be executed and delivered such instruments of transfer and take such other action as may be reasonably required to deliver to Mesa the Units.

From and after the Effective Time, Operating, without further consideration, will use its best efforts to execute and deliver or cause to be executed and delivered such other instruments of conveyance and transfer and take such other actions as may be reasonably required more effectively to vest in MLP the limited partnership interest in Operating conveyed to MLP in consideration for the Subject Assets.

4.6 Exculpation of General Partner Liability. Notwithstanding statutory and/or common law liability of a general partner for the debts and obligations of a partnership, no general or limited partner of MLP or Operating, as such, nor his or its assets, shall be liable for the obligations of MLP or Operating under this Agreement, or any other document executed pursuant hereto, it being expressly agreed that all such debts and obligations shall be satisfied only from assets of MLP or Operating, as the case may be.

4.7 Assumption of Oil and Gas Credit Liabilities. MLP and Operating hereby acknowledge that the conveyance and transfer of the Subject Assets located in Louisiana are made expressly subject to that certain Act of Collateral Mortgage, Collateral Chattel Mortgage, Pledge and Assignment of Production (Louisiana) dated September 27, 1984 (the "Mortgage") executed by Mesa and MTS Limited Partnership as part of the Oil and Gas Credit and recorded as set forth in Exhibit D attached hereto and made a part hereof. The Mortgage secures the payment of a certain demand promissory note in the original principal amount of $3,000,000,000 dated September 27, 1984 (the "Mortgage Note") made and subscribed by Mesa. MLP and Operating acknowledge that the Mortgage Note has been pledged to Citibank, N.A. ("Citibank") pursuant to that certain Act of Pledge (Louisiana) dated effective October 15, 1985 (the "Act of Pledge"). MLP and Operating hereby assume and agree to pay, perform and discharge when due the obligations of Mesa under the Mortgage Note, the Mortgage and the Act of Pledge, and further acknowledge and agree that after the Effective Time the Mortgage shall continue to encumber the properties, interests and rights described therein, and that the Mortgage Note is held by Citibank in pledge subject to all terms and conditions of the Act of Pledge. MLP and

Operating further agree and acknowledge that nothing contained herein shall be deemed a novation or a repledge of the Mortgage Note or an impairment, release or termination of the lien or priority of the lien established by the pledge of the Mortgage Note pursuant to the Act of Pledge.

4.8 Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

4.9 Titles and Captions. All article or section titles or captions in this Agreement are for convenience only, shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent or any provisions hereof. Except to the extent otherwise stated in this Agreement, references to "Articles" and "Sections" are to Articles and Sections of this Agreement, and references to Exhibits are to Exhibits attached to this Agreement, which are made parts hereof for all purposes.

4.10 Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Texas, excepting the Texas rules of conflict of laws. The laws of another jurisdiction shall apply only to the extent that federal law or the law of a state other than Texas mandates such application.

4.11 Counterparts. (a) This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

(b) To facilitate recordation, there are omitted from Exhibit C in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction (County, Parish, State or Federal Agency) in which the particular counterpart is to be recorded. Counterparts containing complete Exhibit Cs will be recorded in Potter County, Texas and in Cameron Parish, Louisiana and will also be on file at the address of MLP referred to above.

EXECUTED in the presence of the undersigned competent witnesses on the day and year first above written, but to be effective for all purposes as of the Effective Time.

WITNESSES:

MESA PETROLEUM CO.

By: Paul W. Cain
Name: Paul W. Cain
Title: Executive Vice President

ATTEST:
Neil O. Bowman
Assistant Secretary

[SEAL]

MESA LIMITED PARTNERSHIP
a Delaware limited partnership

WITNESSES:

By: Pickens Operating Co.,
General Partner

ATTEST:
Neil O. Bowman
Assistant Secretary

By: Paul W. Cain
Name: Paul W. Cain
Title: Executive Vice President

[SEAL]

WITNESSES:

MESA OPERATING LIMITED PARTNERSHIP
a Delaware limited partnership

By: Pickens Operating Co.
General Partner

ATTEST:
Neil O. Bowman
Assistant Secretary

By: Paul W. Cain
Name: Paul W. Cain
Title: Executive Vice President

[SEAL]

State of Texas §
§
County of Potter §

BE IT REMEMBERED, that I, Celia Greer, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on this 27th day of December, 1985:

There appeared before me severally each of the following persons, each the designated officer of the corporation or partner of the partnership set opposite his name, each such corporation or partnership being a corporation or partnership of the state indicated and a party to the foregoing instrument:

Paul W. Corn — Executive Vice President of Mesa Petroleum Co., a Delaware corporation,

Paul W Corn — Executive Vice President of Pickens Operating Co., a Texas corporation,

General Partner of Mesa Limited Partnership, a Delaware limited partnership,

General Partner of Mesa Operating Limited Partnership, a Delaware limited partnership.

(Colorado)
(North Dakota)
(Wyoming)

The foregoing instrument was acknowledged before me this 17th day of December, 1985, by each such person, as designated officer of the corporation set opposite his name, on behalf of the corporation and any partnerships listed thereunder, the corporation serving as the designated partner of the partnerships.

(Kansas)

Be it remembered that on this 17th day of December, 1985, before me, a Notary Public, personally appeared before me each such person, personally known to me, and known to me to be the designated officer of the corporation set opposite his name, and the same person who executed the foregoing instrument, and each duly acknowledged the execution of the same for and on behalf of and as the act and deed of the corporation set opposite his name and any partnerships listed thereunder, the corporation serving as the designated partner of the partnerships.

(Louisiana)

Before me appeared each such person, to me personally known, who being by me duly sworn did say that he is the designated officer of the corporation set opposite his name, such corporation serving as the designated member of any partnerships listed under its name, and that the instrument was signed and sealed on behalf of the corporation and signed on behalf of any such partnerships by authority of the Board of Directors or the members, and that the instrument was the free act and deed of the corporation or partnerships and that, for a corporation, the seal of such corporation affixed to the foregoing instrument is the corporate seal.

(Montana)

Before me personally appeared each such person, known to me to be the designated officer of the corporation set opposite his name, such corporation serving as the designated member of any partnerships listed under its name, that executed the within instrument and acknowledged to me that such corporation and any such partnerships executed the same.

(Nebraska)

(New Mexico)

The foregoing instrument was acknowledged before me this 27th day of December, 1985, by each such person, as designated officer of the corporation set opposite his name, acting in said capacity, on behalf of the corporation and any partnerships listed thereunder, the corporation serving as the designated partner of the partnerships.

(Oklahoma)

(Texas)

Before me on this day personally appeared each such person, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the designated officer of the corporation set opposite his name, such corporation serving as the designated partner of any partnerships listed under its name, and each acknowledged to me that the same was the act of such corporation and any such partnerships, that he and the corporation were duly authorized to perform the same, and that he executed the same as the act of such corporation or partnerships for the purposes and consideration therein expressed, and in the capacity therein stated.

(Utah)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, in the City of Amarillo, County of Potter, State of Texas, this 27th day of December, 1985.

[seal]

Celia Green

My commission expires on the 31st day of Oct, 1988.

-Exhibit A -- Excluded Assets
Exhibit B -- Excluded Liabilities and Obligations
Exhibit C -- Certain Subject Assets
Exhibit D -- Mortgage Recording Data for Louisiana

EXHIBIT A

Excluded Assets

1. All shares of common stock of Unocal Corporation and all accounts related thereto.

2. The $796,006,640 note receivable issued by a subsidiary of The Penn Central Corporation and all accounts related thereto, including all rights under the related letters of credit and all other rights related thereto.

3. All accounts not covered by items 1 and 2 relating to the Company's short term investments and investments in marketable securities.

4. All cash and cash items, excluding $10 million.

5. All rights to receive refunds of taxes, including federal income taxes, previously paid by the Company.

6. The common stock of Mesa Asset Co. and Mesa Southern Co.

7. All accounts relating to employees remaining with Mesa after the Initial Distribution.

EXHIBIT B

Excluded Liabilities and Obligations

1. All indebtedness and obligations under the Term Loan Agreement with a group of banks (which borrowings are secured by a pledge of the $796,006,640 note receivable from a subsidiary of The Penn Central Corporation) and all accounts related thereto.

2. $42 million of 7% cumulative preferred stock of Mesa, redeemable by its terms in October 1986, and all accounts related thereto.

3. Federal income tax liabilities of Mesa and all accounts related thereto.

4. All accounts relating to employees remaining with Mesa after the Initial Distribution.

5. All accounts relating to state income and other taxes prior to the Effective Time.

6. All accounts relating to employee stock option plans.

7. All accounts relating to the Deferred Bonus and Incentive Award Plans.

8. All accounts relating to the Officers Deferred Compensation Plan.

9. The promissory note or notes given to MLP and Operating in payment for the shares of Common Stock of Mesa contributed to MLP and Operating by its general partners for their general partners' interests and sold by MLP and Operating to Mesa.

10. Any liability, not otherwise covered above, the payment of which by Mesa, but not by MLP or Operating, would result in a deduction for federal income tax purposes.

11. $120 million aggregate principal amount (or such lesser amount as may be outstanding at the Effective Time) of Subordinated Variable Rate Notes, together with any premium relating thereto.

Provided, however, that any excess of the aggregate amount of the liabilities and obligations set forth above (other than pursuant to the Subordinated Variable Rate Notes referred to in item 11) paid or payable after the Effective Time (net of refunds of federal income taxes previously paid by the Company) over $1,100 million shall not constitute Excluded Liabilities for purposes of the Convevance Agreement. Any such excess amount shall be the obligation of and will be satisfied by MLP and Operating.

EXHIBIT C

Certain Subject Assets

The "Interests", as defined in each of the following instruments:

PROSPECT: RILEY RIDGE

[redacted]

1. OIL, GAS, AND MINERAL LEASE DATED MARCH 01, 1979 EXECUTED BY USA W-66842, AS LESSOR, IN FAVOR OF MARY NAN SPEAR, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 58 ON PAGE NUMBER 260. (MESA LEASE NO. 01-04-WY-0213-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T27N R115W, 6TH PM
   SEC 1 LOTS 5, 6, 9, SW NE
   ROY %: 12.50000 ORR %: 5.00000

2. OIL, GAS, AND MINERAL LEASE DATED DECEMBER 01, 1976 EXECUTED BY USA W-56739, AS LESSOR, IN FAVOR OF JUDY P CLIFTON, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0002-000-A), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T30N R114W
   SEC 30: LOTS 3, 4, E/2 SW
   ROY %: 12.50000 ORR %: 5.25000

3. OIL, GAS, AND MINERAL LEASE DATED DECEMBER 01, 1976 EXECUTED BY USA W-56739, AS LESSOR, IN FAVOR OF JUDY P CLIFTON, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0002-000-B), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T30N R114W
   SEC 31: LOTS 1, 2, 3, 4, W/2 E/2
   SEC 32: ALL
   ROY %: 12.50000 ORR %: 5.25000

4. OIL, GAS, AND MINERAL LEASE DATED DECEMBER 01, 1979 EXECUTED BY USA W-52405, AS LESSOR, IN FAVOR OF DALPORT OIL CORPORATION, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 58 ON PAGE NUMBER 613. (MESA LEASE NO. 01-04-WY-0213-0003-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T29N R115W
   SEC 13 ALL
   ROY %: 12.50000 ORR %: 7.50000

5. OIL, GAS, AND MINERAL LEASE DATED DECEMBER 01, 1979 EXECUTED BY USA W-52407, AS LESSOR, IN FAVOR OF WALLACE GLOVER, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 58 ON PAGE NUMBER 590. (MESA LEASE NO. 01-04-WY-0213-0004-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T30N, R115W, 6TH PM
   SEC 13: N/2 SW
   SEC 24: N/2 SW
   SEC 25: LOT 2 (36.70)
   ROY %: 12.50000 ORR %: 6.25000

6. OIL, GAS, AND MINERAL LEASE DATED JUNE 20, 1979 EXECUTED BY JOHN SCHNEIDER, ET UX, AS LESSOR, IN FAVOR OF MESA PETROLEUM CO., AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 58 ON PAGE NUMBER 134. (MESA LEASE NO. 01-04-WY-0213-0005-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T29N, R114W
   SEC 2: W/2 SW
   SEC 3: N/2 SE
   ROY %: 12.50000 ORR %: .00000

[redacted] [redacted] [redacted]

7. OIL, GAS, AND MINERAL LEASE DATED JANUARY 01, 1980 EXECUTED BY USA W-69890, AS LESSOR, IN FAVOR OF JIM A WILKINSON, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0006-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R115W, 6TH PM
SEC 14: NW, N/2 SE
SEC 22: W/2
SEC 27: W/2
SEC 34: ALL
SEC 36: LOTS 1, 2, 3, 4, W/2 E/2, W/2
ROY %: 12.50000 ORR %: 1.56250

8. OIL, GAS, AND MINERAL LEASE DATED JANUARY 01, 1980 EXECUTED BY USA W-69874, AS LESSOR, IN FAVOR OF J T LYKES, JR., AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0007-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R114W, 6TH PRIN MER
SEC 19: LOTS 1-4, E/2 SW, NE SE, S/2 SE
SEC 20: NW, NW SE
SEC 28: N/2
SEC 29: ALL
SEC 30: N/2 NE, SW NE, SE
SEC 31: E/2 E/2
ROY %: 12.50000 ORR %: 1.66670

9. OIL, GAS, AND MINERAL LEASE DATED JANUARY 01, 1980 EXECUTED BY USA W-69889, AS LESSOR, IN FAVOR OF WILLIAM S BURNESS, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0008-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R115W
SEC 14: NE, S/2 SE
ROY %: 12.50000 ORR %: 5.00000

10. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1979 EXECUTED BY USA W-67196, AS LESSOR, IN FAVOR OF GUS CASPAS, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0009-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R115W, 6TH P.M.
SEC 1: ALL
SEC 2: ALL
SEC 11: E/2, E/2 W/2
ROY %: 12.50000 ORR %: 4.00000

11. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1973 EXECUTED BY USA W-38897, AS LESSOR, IN FAVOR OF POWELL SPEAR, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0011-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W 6TH PM
SEC 4: LOT 4, S/2 NE, SW NW, S/2
SEC 5: LOTS 1, 2, 3, S/2 N/2, S/2
ROY %: 12.50000 ORR %: 4.00000

PROSPECT: RILEY RIDGE

[redacted]

12. OIL, GAS, AND MINERAL LEASE DATED OCTOBER 01, 1981 EXECUTED BY USA W-72878, AS LESSOR, IN FAVOR OF O WOODWARD EKLUND, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 63 ON PAGE NUMBER 136. (MESA LEASE NO. 01-04-WY-0213-0012-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R115W
SEC 16: ALL
SEC 20: ALL
SEC 21: ALL
SEC 29: ALL
SEC 33: ALL

ROY %: 12.50000 ORR %: 4.37500

13. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1982 EXECUTED BY USA W-74329, AS LESSOR, IN FAVOR OF JOHN W PAYSON, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 69 ON PAGE NUMBER 363. (MESA LEASE NO. 01-04-WY-0213-0015-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R115W, 6TH PM
SEC 32: LOTS 3, 4, NE, N/2 SE

ROY %: 12.50000 ORR %: 6.25000

14. OIL, GAS, AND MINERAL LEASE DATED NOVEMBER 01, 1975 EXECUTED BY USA W-62905, AS LESSOR, IN FAVOR OF GARY L WISE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0017-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W, 6TH PRIN MER
SEC 6: LOTS 3-7, SE NW, E/2 SW
SEC 7: LOTS 1-4, E/2 W/2
SEC 18: LOTS 1-4, E/2 W/2
SEC 26: E/2, E/2 NW, SW NW, SW

ROY %: 12.50000 ORR %: 12.00000

15. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1976 EXECUTED BY USA W-54163, AS LESSOR, IN FAVOR OF BERT L STOVALL, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0018-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W, 6TH PRIN MER
SEC 23: E/2

ROY %: 12.50000 ORR %: 10.00000

16. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1975 EXECUTED BY USA W-49534, AS LESSOR, IN FAVOR OF JOHN A YATES, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0019-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W
SEC 8: ALL

ROY %: 12.50000 ORR %: 12.25000

17. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1976 EXECUTED BY USA W-54161, AS LESSOR, IN FAVOR OF ESTELLE C HAEFELE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBERS **UNK**. (MESA LEASE NO. 01-04-WY-0213-0020-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W
SEC 19: E/2

ROY %: 12.50000 ORR %: 9.00000

[redacted] [redacted] [redacted]

18. OIL, GAS, AND MINERAL LEASE DATED MARCH 01, 1975 EXECUTED BY USA #W-78476, AS LESSOR, IN FAVOR OF PETE J KITHAS, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0021-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W
SEC 9: N/2
ROY %: 12.50000 ORR %: 8.00000

19. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1976 EXECUTED BY USA W-60621, AS LESSOR, IN FAVOR OF PATRICIA R PFENNING, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 54 ON PAGE NUMBER 421. (MESA LEASE NO. 01-04-WY-0213-0022-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W, 6TH PM
SEC 21: ALL
SEC 28: ALL
ROY %: 12.50000 ORR %: 8.00000

20. OIL, GAS, AND MINERAL LEASE DATED MAY 02, 1976 EXECUTED BY WYOMING #76-0342, AS LESSOR, IN FAVOR OF CHINOOK ROUSTABOUT SERVICE, INC., AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0023-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W
SEC 16: ALL
ROY %: 12.50000 ORR %: 8.00000

21. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1976 EXECUTED BY USA W-54162, AS LESSOR, IN FAVOR OF PATRICIA R PFENNING, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 54 ON PAGE NUMBER 421. (MESA LEASE NO. 01-04-WY-0213-0024-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W
SEC 29: NE, AMONG OTHER LANDS NOT ASSIGNED TO MESA
ROY %: 12.50000 ORR %: 8.00000

22. OIL, GAS, AND MINERAL LEASE DATED AUGUST 01, 1977 EXECUTED BY USA #W-59398, AS LESSOR, IN FAVOR OF FRED O VOLZ, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0025-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W
SEC 18: NE
SEC 20: ALL
ROY %: 12.50000 ORR %: 9.25000

23. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1976 EXECUTED BY USA W-60620, AS LESSOR, IN FAVOR OF ESTELLE C HAEFELE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0026-000-A), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W
SEC 5: LOT 4
SEC 6: LOTS 1, 2, S/2 NE, SE
SEC 7: E/2
SEC 17: N/2 - SEC 18: SE
ROY %: 12.50000 ORR %: 8.00000

PROSPECT: RILEY RIDGE

[redacted]

SEC 9: W/2

ROY %: 12.50000 ORR %: .00000

30. OIL, GAS, AND MINERAL LEASE DATED OCTOBER 01, 1972 EXECUTED BY USA #W-36438, AS LESSOR, IN FAVOR OF SKYLINE OIL COMPANY, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0034-000-A), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R114W
SEC 33: ALL

ROY %: 12.50000 ORR %: 10.25000

31. OIL, GAS, AND MINERAL LEASE DATED OCTOBER 01, 1972 EXECUTED BY USA #W-36438, AS LESSOR, IN FAVOR OF SKYLINE OIL COMPANY, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0034-000-B), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R114W
SEC 34: SW NE, W/2 NW, SE NW, SW, W/2 SE

ROY %: 12.50000 ORR %: 4.00000

32. OIL, GAS, AND MINERAL LEASE DATED DECEMBER 01, 1973 EXECUTED BY USA W-02404, AS LESSOR, IN FAVOR OF EDWARD C REINAUER, SR., AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0035-000-B), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R115W
SEC 12: ALL

ROY %: 12.50000 ORR %: 11.25000

33. OIL, GAS, AND MINERAL LEASE DATED JUNE 01, 1974 EXECUTED BY USA W-78475, AS LESSOR, IN FAVOR OF JEANNE BITCHETT, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0037-000-A), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W, 6TH P.M.
SEC 10: N/2, SE
SEC 15: E/2

ROY %: 12.50000 ORR %: 6.00000

34. OIL, GAS, AND MINERAL LEASE DATED JUNE 01, 1974 EXECUTED BY USA W-78475, AS LESSOR, IN FAVOR OF JOANNE BITCHETT, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0037-000-B), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W, 6TH P.M.
SEC 10: SW

ROY %: 12.50000 ORR %: 10.00000

[redacted] [redacted] [redacted]

[redacted]

24. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1976 EXECUTED BY USA W-60620, AS LESSOR, IN FAVOR OF ESTELLE C HAEFELE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0026-000-B), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R114W
SEC 9: SE SE
SEC 17: S/2
ROY %: 12.50000 ORR %: 8.00000

25. OIL, GAS, AND MINERAL LEASE DATED JANUARY 01, 1980 EXECUTED BY USA #W-69884, AS LESSOR, IN FAVOR OF ART DANA, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 64 ON PAGE NUMBER 659. (MESA LEASE NO. 01-04-WY-0213-0027-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T28N R115W, 6TH PRIN MER
SEC 6: LOTS 9, 9, 12, 13, E/2 SW
SEC 7: LOTS 5, 6, 7, 8, E/2, E/2 W/2
T28N R116W
SEC 1: LOTS 5, 6, S/2 NE, SE
ROY %: 12.50000 ORR %: .00000

26. OIL, GAS, AND MINERAL LEASE DATED MAY 01, 1982 EXECUTED BY USA W-75907, AS LESSOR, IN FAVOR OF ALBERT C SULLIVAN, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF LINCOLN/SUBLETT COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0028-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN LINCOLN/SUBLETT COUNTY:
T29N R115W, 6PM
SEC 19: LOTS 1-4, E/2, E/2 W/2
SEC 20: W/2
SEC 29: W/2
SEC 30: LOTS 1-4, E/2, E/2 W/2
T29N R116W, 6PM
SEC 24: ALL
ROY %: 12.50000 ORR %: 5.00000

27. OIL, GAS, AND MINERAL LEASE DATED MARCH 01, 1982 EXECUTED BY USA #W-74330, AS LESSOR, IN FAVOR OF NANCY S HANAGAN, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0029-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R115W, 6TH PRIN. MER
SEC 3: LOTS 3, 4, S/2 NW, SW
ROY %: 12.50000 ORR %: 6.25000

28. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1979 EXECUTED BY USA #W-80232, AS LESSOR, IN FAVOR OF GDS CAPPAS, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0030-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T29N R115W, 6TH P.M.
SEC 14: S/2, NE, E/2 NW
ROY %: 12.50000 ORR %: 4.00000

29. OIL, GAS, AND MINERAL LEASE DATED DECEMBER 01, 1982 EXECUTED BY USA W-79176, AS LESSOR, IN FAVOR OF J THOMAS LEWIS, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0031-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R115W, 6TH PM
SEC 5: LOTS 1,2,3,4 S/2 N/2, S/2
SEC 8: LOTS 1,2,3,4, E/2, N/2 NW, SE SW

PROSPECT: HORSE CREEK *

[redacted]

1. OIL, GAS, AND MINERAL LEASE DATED JULY 17, 1981 EXECUTED BY MAYME BALL DEVINE ET VIR, AS LESSOR, IN FAVOR OF MTS LIMITED PARTNERSHIP, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 62 ON PAGE NUMBER 171. (MESA LEASE NO. 01-04-WY-0264-0001-001-01), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

PARCEL I: T34N R113W, 6TH P.M.
1320 ACRES OUT OF SEC 11, 13, 14, 15, 23, & 24, MORE FULLY DESCRIBED IN LEASE

PARCEL II: T34N R112W, 6TH P.M.
SEC 6: LOT 5, SE NW
T34N R113W, 6TH P.M.
SEC 1: S/2 NE

PARCEL III: T34N R112W, 6TH P.M.
PARTS OF SECS 7, 8, 18, 19, MORE FULLY DESCRIBED IN LEASE
T34N R113W, 6TH P.M.
PARTS OF SECS 1, 12, 13, MORE FULLY DESCRIBED IN LEASE

ROY %: 16.67000 ORR %: .00000

2. OIL, GAS, AND MINERAL LEASE DATED AUGUST 05, 1981 EXECUTED BY EUGENE P TAYLOR ET UX, AS LESSOR, IN FAVOR OF MTS LIMITED PARTNERSHIP, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 62 ON PAGE NUMBER 174. (MESA LEASE NO. 01-04-WY-0264-0001-002-01), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T34N R113W, 6TH P.M.
SEC 11: S/2 SW
SEC 13: W/2 SW, SE SW, SW SE
SEC 14: SE, NE SW, NW
SEC 15: E/2 NE, NW NE, NE NW
SEC 23: NE, N/2 SE
SEC 24: NW, NW SW, W/2 NE, NE NE

ROY %: 16.67000 ORR %: .00000

3. OIL, GAS, AND MINERAL LEASE DATED AUGUST 05, 1981 EXECUTED BY EUGENE R TAYLOR ET UX, AS LESSOR, IN FAVOR OF MTS LIMITED PARTNERSHIP, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 62 ON PAGE NUMBER 176. (MESA LEASE NO. 01-04-WY-0264-0001-003-01), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T34N R112W, 6TH P.M.
SEC 7: LOTS 3 & 4, N/2 SE, SW SE, E/2 SW
SEC 8: NW SW
SEC 18: LOTS 1, 2, 3, 4, E/2 NW, NE SW, W/2 NE, NW SE
SEC 19: LOT 1, NE NW
T34N R113W, 6TH P.M.
SEC 1: N/2 SE, SE SE
SEC 12: SE
SEC 13: NE, N/2 SE, SE SE

ROY %: 16.67000 ORR %: .00000

[redacted] [redacted] [redacted]

[redacted]

1. OIL, GAS, AND MINERAL LEASE DATED JUNE 01, 1979 EXECUTED BY USA W-67812, AS LESSOR, IN FAVOR OF MARION BACIL, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 62 ON PAGE NUMBER 60. (MESA LEASE NO. 01-04-WY-0266-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T32N R113W
SEC 8: SE SE
SEC 10: LOT 4, SW NW, W/2 SW
SEC 15: NE SW, S/2 SW
SEC 18: LOTS 3, 4, E/2, E/2 W/2

ROY %: 12.50000 ORR %: 5.00000

PROSPECT: N. COTTONWOOD *

[redacted]

1. OIL, GAS, AND MINERAL LEASE DATED MARCH 01, 1979 EXECUTED BY USA W-66563, AS LESSOR, IN FAVOR OF E. COLEMAN, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 63 ON PAGE NUMBER 211. (MESA LEASE NO. 01-04-WY-0267-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T33N R114W
SEC 11: SW
SEC 23: ALL

ROY %: 12.50000 ORR %: 5.00000

[redacted] [redacted] [redacted]

[redacted]

1. OIL, GAS, AND MINERAL LEASE DATED JULY 01, 1982 EXECUTED BY USA W-77637, AS LESSOR, IN FAVOR OF CAROLYN M. DE MIRJIAN, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 66 ON PAGE NUMBER 568. (MESA LEASE NO. 01-04-WY-0271-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T35N R114W, 6TH PRIN MER
   SEC 22: ALL
   SEC 24: LOTS 1, 2, 3, 4, W/2 E/2, SW
   ROY %: 12.50000 ORR %: 5.00000

PROSPECT: MCDOUGAL GAP * PAGE 0591

[redacted]

1. OIL, GAS, AND MINERAL LEASE DATED OCTOBER 01, 1982 EXECUTED BY USA WY-77638, AS LESSOR, IN FAVOR OF LIBERTY PETROLEUM CORP , AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 68 ON PAGE NUMBER 12. (MESA LEASE NO. 01-04-WY-0273-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T33N R115W
SEC 14: SE

ROY %: 12.50000 OPP %: 5.00000

[redacted] [redacted] [redacted]

1. OIL, GAS, AND MINERAL LEASE DATED MARCH 01, 1979 EXECUTED BY USA W-66561, AS LESSOR, IN FAVOR OF EDWIN H FUTA, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0275-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R113W
SEC 29: NW, NE SW
ROY %: 12.50000 ORR %: 5.00000

2. OIL, GAS, AND MINERAL LEASE DATED OCTOBER 01, 1981 EXECUTED BY USA W-72869, AS LESSOR, IN FAVOR OF ECKERMAN-WATKINS PARTNERSHIP, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0275-0002-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R114W, 6TH PRIN MER
SEC 11: NW
ROY %: 12.50000 ORR %: 5.00000

3. OIL, GAS, AND MINERAL LEASE DATED MARCH 01, 1982 EXECUTED BY USA W-74317, AS LESSOR, IN FAVOR OF ANNE D LEONARD, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 69 ON PAGE NUMBER 53. (MESA LEASE NO. 01-04-WY-0275-0003-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R113W, 5TH P.M.
SEC 6: LOTS 3,4,5, SE NW, W/2 SE, SE SE
SEC 12: N/2 NW (LESS APPROX 2.20 AC TR R/W E-024404)
SEC 20: SW
ROY %: 12.50000 ORR %: 5.00000

4. OIL, GAS, AND MINERAL LEASE DATED AUGUST 01, 1978 EXECUTED BY USA #W-64243, AS LESSOR, IN FAVOR OF GERMAINE C CLOFATHER, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0275-0004-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R113W, 6TH PRIN MER
SEC 7: S/2 SE
SEC 18: NE NE
ROY %: 12.50000 ORR %: 5.00000

5. OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 01, 1982 EXECUTED BY USA W-82343, AS LESSOR, IN FAVOR OF JAMES MARION BLAKEMORE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0275-0005-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R113W, 6TH PM
SEC 5: N/2 SE, SW SE
SEC 7: NE
ROY %: 12.50000 ORR %: 6.00000

~~6. OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 01, 1974 EXECUTED BY USA W-43213, AS LESSOR, IN FAVOR OF C WARD CHASE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0275-0006-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R113W
SEC 20: NE NW
ROY %: 12.50000 ORR %: 12.25000~~

PROSPECT: MICKELSON CREEK *

[redacted]

1. OIL, GAS, AND MINERAL LEASE DATED MAY 01, 1978 EXECUTED BY USA W-62521, AS LESSOR, IN FAVOR OF PAULINE P PANOS, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 60 ON PAGE NUMBER 188. (MESA LEASE NO. 01-04-WY-0547-0002-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T32N R114W, 6TH PM
   SEC 10: LOTS 1-4, S/2 N/2, SW, NE SE, W/2 SE
   SEC 11: LOT 4, SW NW
   ROY %: 12.50000 ORR %: 5.00000

2. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1981 EXECUTED BY USA W-7C203, AS LESSOR, IN FAVOR OF ANTHONY G FABINA, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0547-0003-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T32N R114W, 6TH PM
   SEC 18: LOTS 1, 2, 3, 4
   SEC 19: LOTS 1, 2, 3, 4, E/2 W/2
   ROY %: 12.50000 ORR %: 5.00000

[redacted] [redacted] [redacted]

1. OIL, GAS, AND MINERAL LEASE DATED AUGUST 02, 1978 EXECUTED BY STATE OF WYOMING 78-0587, AS LESSOR, IN FAVOR OF H M LANE, JR , AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 58 ON PAGE NUMBER 477. (MESA LEASE NO. 01-04-WY-0555-0002-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T31N, R114W, 6TH PM
   SEC 16: E/2
   SEC 36: E/2
   ROY %: 12.50000 ORR %: 5.00000

2. OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 02, 1980 EXECUTED BY WYOMING 80-0104, AS LESSOR, IN FAVOR OF JOSEPH L HARVEY, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0555-0003-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T31N R113W, 6TH P.M.
   SEC 16: S/2
   ROY %: 12.50000 ORR %: 5.00000

3. OIL, GAS, AND MINERAL LEASE DATED MARCH 01, 1979 EXECUTED BY USA W-66215, AS LESSOR, IN FAVOR OF GORDON E CANTLAY, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 62 ON PAGE NUMBER 216. (MESA LEASE NO. 01-04-WY-0555-0004-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T31N R113W
   SEC 20: NE SW, S/2 SW, N/2 SE, SW SE
   SEC 21: SW NW, NE SW, W/2 SE
   SEC 28: N/2 NW
   SEC 30: S/2 NE, SE
   ROY %: 12.50000 ORR %: 5.00000

4. OIL, GAS, AND MINERAL LEASE DATED MAY 01, 1982 EXECUTED BY USA W-74318, AS LESSOR, IN FAVOR OF AFRA SEGO, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING , IN BOOK 65 ON PAGE NUMBER 563. (MESA LEASE NO. 01-04-WY-0555-0005-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T31N R113W, 6TH PRIN MER
   SEC 5: LOTS 1-7, S/2 NE, SE NW, E/2 SW, SE
   SEC 28: S½ SW
   SEC 34: W/2 SE, SE SE
   ROY %: 12.50000 ORR %: 5.00000

5. OIL, GAS, AND MINERAL LEASE DATED JANUARY 02, 1982 EXECUTED BY WYOMING #82-0032, AS LESSOR, IN FAVOR OF RALPH A DE SIMONE , AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0555-0006-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T31N R114W
   SEC 36: W/2
   ROY %: 12.50000 ORR %: 5.00000

PROSPECT: LABARGE * PAGE 0521

[redacted]

1. OIL, GAS, AND MINERAL LEASE DATED JANUARY 02, 1977 EXECUTED BY WYOMING 77-0047, AS LESSOR, IN FAVOR OF NOLA GRACE PTASYNSKI, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 53 ON PAGE NUMBER 523. (MESA LEASE NO. 01-04-WY-0844-0005-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
T30N R111W, 6TH PM
SEC 36 ALL

ROY %: 12.50000 ORR %: 5.00000

[redacted]

MORTGAGE RECORDING DATA FOR LOUISIANA

EXHIBIT D

ACT OF COLLATERAL MORTGAGE, COLLATERAL CHATTEL MORTGAGE, PLEDGE AND ASSIGNMENT OF PRODUCTION (LOUISIANA) FILINGS FOR MESA PETROLEUM CO. AND MTS LIMITED PARTNERSHIP

MORTGAGEE AND MORTGAGEE'S ADDRESS	MORTGAGOR AND MORTGAGOR'S ADDRESS	LOCATION OF FILING	FILING NO.
Texas Commerce Bank National Association, as Collateral Agent 712 Main Street Houston, Texas 77002	Mesa Petroleum Co. and MTS Limited Partnership One Mesa Square Amarillo, Texas 79189	East Baton Rouge Parish, Louisiana	Original 947, bundle 9699 Chattel No. 892938
Texas Commerce Bank National Association, as Collateral Agent 712 Main Street Houston, Texas 77002	Mesa Petroleum Co. and MTS Limited Partnership One Mesa Square Amarillo, Texas 79189	Pointe Coupee Parish, Louisiana	COB 270, Entry No. 39 MOB 163, Entry No. 177 Chattel Mortgage Book 24, Entry No. 509
Texas Commerce Bank National Association, as Collateral Agent 712 Main Street Houston, Texas 77002	Mesa Petroleum Co. and MTS Limited Partnership One Mesa Square Amarillo, Texas 79189	St. Mary Parish, Louisiana	COB 27-0, Entry #207, 802; MOB 494, Entry # 164, 904 Chattel Mortgage Book 211, Entry No. 268, 521
Texas Commerce Bank National Association, as Collateral Agent 712 Main Street Houston, Texas 77002	Mesa Petroleum Co. and MTS Limited Partnership One Mesa Square Amarillo, Texas 79189	Plaquemines Parish, Louisiana	COB 601, folio 146 MOB 143, folio 852 Chattel MOB 40, folio 5179
Texas Commerce Bank National Association, as Collateral Agent 712 Main Street Houston, Texas 77002	Mesa Petroleum Co. and MTS Limited Partnership One Mesa Square Amarillo, Texas 79189	Iberia Parish, Louisiana	COB 857, folio 151, Entry No. 84-8764 MOB A-473, folio 880 Entry No. 84-8764 Chattel Mortgage Entry No. 84-5839
Texas Commerce Bank National Association, as Collateral Agent 712 Main Street Houston, Texas 77002	Mesa Petroleum Co. and MTS Limited Partnership One Mesa Square Amarillo, Texas 79189	Cameron Parish Louisiana	COB 517, file #190780 MOB 123, file #190780 Chattel Mortgage Book 11, file #190780

MORTGAGEE AND MORTGAGEE'S ADDRESS	MORTGAGOR AND MORTGAGOR'S ADDRESS	LOCATION OF FILING	FILING NO.
Texas Commerce Bank National Association, as Collateral Agent 712 Main Street Houston, Texas 77002	Mesa Petroleum Co. and MTS Limited Partnership One Mesa Square Amarillo, Texas 79189	St. Martin Parish, Louisiana	COB 947, page 238, under #223367 MOB 338, page 44, under #113819 Chattel Mortgage Entry #84-4005
Texas Commerce Bank National Association, as Collateral Agent 712 Main Street Houston, Texas 77002	Mesa Petroleum Co. and MTS Limited Partnership One Mesa Square Amarillo, Texas 79189	Vermilion Parish, Louisiana	COB Entry No. 8411144 MOB Entry No. 8411144 Chattel Mortgage Entry No. 845082
Texas Commerce Bank National Association, as Collateral Agent 712 Main Street Houston, Texas 77002	Mesa Petroleum Co. and MTS Limited Partnership One Mesa Square Amarillo, Texas 79189	Terrebonne Parish, Louisiana	COB 998, Entry No. 742833 MOB 654, Entry No. 742838 Chattel Mortgage Entry No. 742838
Texas Commerce Bank National Association, as Collateral Agent 712 Main Street Houston, Texas 77002	Mesa Petroleum Co. and MTS Limited Partnership One Mesa Square Amarillo, Texas 79189	Jefferson Parish Louisiana	COB/Mineral Lease Book 42, page 82, Entry No. 8447111 MOB 968, page 174 Entry No. 8447111 Chattel Mortgage Entry No. 84250
Texas Commerce Bank National Association, as Collateral Agent 712 Main Street Houston, Texas 77002	Mesa Petroleum Co. and MTS Limited Partnership One Mesa Square Amarillo, Texas 79189	Lafourche Parish, Louisiana	COB 882, page 840 Entry No. 614806 MOB 455, page 852 Entry No. 614806 Chattel Mortgage Reg. 2 M (Ma-Md), page 33 M (Me-Mz), page 25 Both under Entry No. 614306

MORTGAGEE AND MORTGAGEE'S ADDRESS	MORTGAGOR AND MORTGAGOR'S ADDRESS	LOCATION OF FILING	FILING NO.
Texas Commerce Bank National Association, as Collateral Agent 712 Main Street Houston, Texas 77002	Mesa Petroleum Co. and MTS Limited Partnership One Mesa Square Amarillo, Texas 79189	Minerals Management Service ("MMS")	Filed in Lease Nos. OCS-G 2317, 3286, 2591, 2910 2912, 3141, 2185, 3299, 3388, 3390, 3400, 3414, 3589, 2271, 3416, 2619, 2887, 2888, 2607, 2102, 3171, 3186, 3332, 3587, 3588, 3601, 4102, 4110, 5221, 2045, 2078, 2115, 2254, 2255, 4220, 4216, 2557, 2623 MMS Acknowledgment Letter

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE.....W-49634.....

DISTRICT LAND OFFICE.....Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That.....American Quasar Petroleum Co. of New Mexico
.....United Bank Tower, 1700 Broadway, Suite 707, Denver, Colorado 80290.....
.....
....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Stuart M. McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 25%

210250

RECORDED January 13 1986 12:00 PM
IN BOOK 76 O&G PAGE 276
FEES $ 4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

Being in all a total of an undivided.....3% of 25% above the base of the Dakota Formation.....
.....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in.....Sublette.....County, State of.....Wyoming....., under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West, 6th P.M.
Section 8: All

Above the base of the Dakota Formation

Containing.....640.....acres, more or less.

WITNESS our hands this.....10th.....day of.....January....., 19..86....

Witnesses:

.....

.....

American Quasar Petroleum Co. of New Mexico

BY:.....
G. Hagerman, Attorney in Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On this.....10th.....day of.....January....., 19..86..., before me personally appeared .....A.G. Hagerman, as Attorney-in-Fact for American Quasar Petroleum Co. of New Mexico..... the signer of the above instrument, who duly acknowledged to me that.....he.....executed the same.

[redacted] NOTARY PUBLIC [redacted]
My Commission Expires

[redacted] .....
Notary Public [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-49634

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That American Quasar Petroleum Co. of New Mexico ..... United Bank Tower 1700 Broadway, Suite 707, Denver, Colorado 80290 ..... , Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Stuart M. McKinley	P.O. Box 88 Daniel, Wyoming 83115	3% of 29.41668%

210251

RECORDED January 13 1986 12:00 PM
IN BOOK 76 O&G PAGE 277
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

Being in all a total of an undivided 3% of 29.41668% below the base of the Dakota Formation overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 29 North, Range 114 West, 6th P.M.
Section 8: All

Below the base of the Dakota Formation

Containing 640 acres, more or less.

WITNESS our hands this 10th day of January, 19 86

Witnesses:

American Quasar Petroleum Co. of New Mexico

BY: G. Hagerman
G. Hagerman, Attorney in Fact

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On this 10th day of January, 19 86, before me personally appeared G. Hagerman as Attorney-in-Fact for American Quasar Petroleum Co. of New Mexico the signor of the above instrument, who duly acknowledged to me that he executed the same.

My Commission expires: 9-28-86

Notary Public

277

Residing in 1700 Broadway, #707, Denver, CO 80290

278

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-0320843

Lease effective date
December 1, 1965

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

HOWELL PETROLEUM CORPORATION

Address *(include zip code)*

1010 Lamar, Suite 1800
Houston, TX 77002

The undersigned, as owner of 32.00 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

TOWNSHIP 29 NORTH, RANGE 114 WEST, 6th P.M.
Sec. 33: Lots 1,2,3,4, NE/4, E/2NW/4,
SW/4NW/4, N/2S/2
619.07 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

210297

FILED January 16 1986 2:00 PM
NO. 176 BK 4 PG 228
FEES $6.00 Doris J. Gabe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	3.50%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85.

PETRO-SEARCH NOMINEE PARTNERSHIP CO., BY HOWELL PETROLEUM CORPORATION, GENERAL PARTNER

(Assignor's Signature)
Paul Fuhlhouser, President

1010 Lamar, Suite 1800
(Assignor's Address)
Houston, TX 77002

Michael R. Drake, Assistant Secretary

(City) (State) (Zip Code)

Title 18, U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85.

HOWELL PETROLEUM CORPORATION

Paul Funkhouser
(Assignee's Signature)

Paul Funkhouser, President

Michael R. Drake, Assistant Secretary

1010 Lamar, Suite 1800
(Assignee's Address)

Houston, TX 77002
(City) (State) (Zip Code)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser, President, of Petro-Search Nominee Partnership Co., BY Howell Petroleum Corporation, General Partner, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13th day of August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lawyers Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser, President, of Howell Petroleum Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lawyers Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

280

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-0320843

Lease effective date
December 1, 1965

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name: PETRO-SEARCH NOMINEE PARTNERSHIP CO., a Colorado General Partnership

Address (include zip code): c/o Howell Petroleum Corporation
1010 Lamar, Suite 1700
Houston, TX 77002

The undersigned, as owner of 32.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.
Section 32: Lots 1, 2, 3, 4, NE/4, E/2NW/4,
SW/4NW/4, N/2S/2
containing 619.07 acres, more or less.
Sublette County, Wyoming
BELOW THE TOP OF THE GANNET FORMATION

210298

RECORDED January 16 1986 2:00 PM
BOOK 116 Misc PAGE 280
FEE $6.00 Laura J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	100.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	3.50%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 26th day of August, 1985.

CHANDLER & ASSOCIATES, INC.

Patti H. Simpson
(Assignor's Signature)
Patti H. Simpson, Vice President

ATTEST: Diana Jiggley
Diana Jiggley, Assistant Secretary

1860 Lincoln Street, Suite 1400
(Assignor's Address)
Denver, CO 80203
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

[redacted] LEASING SECTION

[redacted] (Title)

[redacted] 2 1986

[redacted] Assignee

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of September, 1985.

PETRO-SEARCH NOMINEE PARTNERSHIP CO., BY HOWELL PETROLEUM CORPORATION, GENERAL PARTNER

BY: _____
(Assignee's Signature)

Paul Funkhouser, President

_____
Joe A. Salkeld, Assistant Secretary

1010 Lamar, Suite 1700
(Assignee's Address)

Houston, TX 77002
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26 day of August, 1985 by Patti H. Simpson as Vice President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission Expires March 11, 1988

_____
Notary Public

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Petro-Search Nominee Partnership Co., By Howell Petroleum Corporation, General Partner, this 23 day of September, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 23 day of September, 1985.

My Commission Expires:
ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986

_____
Notary Public in and for the State of Texas

This information will be used to create a record of lease assignment. Response to this request is required to obtain a benefit.

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Monsanto Company, a Delaware Corporation, with offices at 5613 DTC Parkway, Suite 600, Englewood, Colorado, 80111, hereinafter called "Assignor:, for and in consideration of Ten and no/100 dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, transfer and set over unto Monsanto Oil Company, 5613 DTC Parkway, Suite 600, Englewood, Colorado 8011 , hereinafter called "Assignee", all of its right, title and interests in and to the overriding royalty interest, such interests being a specific percent of all oil, gas and associated liquid hydrocarbons that may be produced, saved and marketed under those certain oil and gas leases described in said Exhibit "A".

Said overriding royalty interest shall be free of all development, production and operating costs, however, said interest shall be subject to its proportionate share of severance tax, ad valorem tax and all other taxes applicable. This assignment is subject to all assignments and agreements of record to this date.

TO HAVE AND TO HOLD unto said assignee, its heirs, and assigns forever.

EXECUTED this 19th day of November, 1985.

MONSANTO COMPANY, a Delaware Corporation

By: J W Soderman
J. W. SODERMAN
Attorney in Fact

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

BEFORE ME, the undersigned Notary Public in and for said State and County, on this 19th day of November, 1985, personally appeared J. W. SODERMAN, Attorney-in-Fact for Monsanto Company, a Delaware Corporation, to me known to be the identical person described in and who executed the foregoing instrument and he acknowledged to me that he duly executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

WITNESS My hand and seal the day and year last above written.

My Commission Expires:
January 31, 1989

Marvel B. Nicely
Notary Public MARVEL B. NICELY

210299

RECORDED January 16 1986 2:00 P M
IN BOOK 76 Misc PAGE 282
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McKee

EXHIBIT "A"

LEASE NUMBER	LAND DESCRIPTION	LEASE DATE	ACRES	MOC NUMBER
C-074743	Township 46 North, Range 98 West, 6th P.M. Section 7: Lot 2, SW¼SE¼ Hot Springs County, Wyoming	November 1, 1947	78.74	05-33711-01
W-039908	Township 29 North, Range 112 West, 6th P.M. Section 24: E½, E½NW¼ Section 25: S½, S½N½, N½NE¼ Section 35: All Sublette County, Wyoming	August 1, 1956	1,600.00	05-21946-01
W-43911	Township 29 North, Range 112 West, 6th P.M. Section 13: SE¼, S½SW¼ Section 24: W½NW¼, SW¼ Section 25: N½NW¼ Sublette County, Wyoming	August 1, 1956	320.00	05-33705-01

284

New Mexico or U.S.A. Form 329 Printed and for sale by Hall-Poorbaugh Press, Roswell, N. M.

ROYALTY ASSIGNMENT

This assignment made and entered into this 6th day of December, 1985,

by and between Leonard Minerals Company, P. O. Box 1718, Fort Worth, Texas 76101

herein referred to as assignor, (whether one or more) and Herbert F. Boles, P. O. Box 2021, Midland, Texas 79702

hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to Two Tenths Percent of Eight-Eighths (.2% X 8/8) of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

T. 34 N., R. 110 W., 6th PM

Sec. 4: W/2NE/4 of Lot 2, Lot 4
Sec. 5: Lots 1, 2
containing 116.52 acres.

January 20 1986 8:04 AM
Rec'd
Fee $4.00
284
BK

210323

Dorothy McClure

under the terms of that certain oil and gas lease made and entered into by and between the United States of America as lessor, and Leland A. Hodges, Trustee, as lessee, bearing No. W-64898 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the U. S. A. under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

TO HAVE AND TO HOLD said royalty interest unto assignee, heirs, personal representatives (or its successors) and assigns forever. For the same consideration assignor covenants with and warrants to said assignee that said royalty interest is in good standing, that it is free and clear of all liens and encumbrances and that assignor will warrant and forever defend the title thereto unto said assignee, heirs, personal representatives (or its successors) and assigns, against all persons whomsoever lawfully having or claiming an interest therein.

IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

Leonard Minerals Company

By: Obie P. Leonard, Jr.
Managing Partner

STATE OF Texas
County of Tarrant } ss.

On this 6th day of December, 19 85, before me personally Obie P. Leonard, Jr., Managing Partner of Leonard Minerals Company, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal the day and year last above written.

RUE SAVAGE, Notary Public
In and For the State of Texas
My Commission Expires: June 18, 1988

Rue Savage
Notary Public

My commission expires

STATE OF
County of } ss.

I hereby certify that this instrument was filed for record on the day of A. D., 19 at o'clock; m., and duly recorded in Book Page of the records of said County.

County Clerk

By , Deputy

Rec. No. Fees, $

Return to

[redacted] [redacted]

IN BOOK 76 Oxx 285

FEES 4.00 Laura Yde CLERK

SUBLETTE COUNTY, WYO.

by D. McClure

210336

ASSIGNMENT
STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Robert J. O'Brien, 908 Achilles, Port Charlotte, Florida 33952, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 83-00352, and covering land situate in Sublette County, Counties, described as follows:

640.00 acres Res. Tr. 40(Orig. All Sec.16), T.27N., R.115 W, 6th P.M.

and containing 640.00 acres more or less, for and in consideration of the sum of ten & more Dollars ($ 10.00 +) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Springfield Oil Company, 110-16th St., Denver, Colorado 80202, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

640.00 acres Res. Tr. 40(Orig. All Sec.16), T.27N., R. 115 W., 6th P.M.

and containing 640.00 acres, more or less, reserving, however, unto assignor 4% of 8/8 Overriding royalty

TO HAVE AND TO HOLD unto the said Springfield Oil Company, their, successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 6 day of November, 1985

WITNESS:

Robert J. O'Brien — Assignor-Lessee

By SS# 493-05-5184 ~~President~~

~~Attest:~~

(SEAL) ~~Secretary~~

ACKNOWLEDGEMENT (For use by Individual)

State of Florida }
County of Charlotte } ss.

On this 6th day of November, A. D. 19 85, before me personally appeared Robert J. O'Brien to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this day of November, A. D. 19 85

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 9,1988
BONDED THRU GENERAL INS. UND.

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (For use by Corporation)

State of }
County of } ss.

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19 .

(SEAL)

Notary Public

My Commission expires:

Assignment approved by ~~Board of~~ Land Commissioners: Nov. 18, 1985 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Nov. 15, 1985

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

et
(OM-4.77)

285

LM0665729

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN U.S. OIL AND GAS LEASES

STATE OF WYOMING
COUNTY OF SUBLETTE ss. KNOW ALL MEN BY THESE PRESENTS:

THAT, BENJAMIN F. SLOAT, hereinafter called "Assignor," for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby CONVEY, TRANSFER, ASSIGN and SET OVER unto KSL 1985 OIL AND GAS, LTD., hereinafter called "Assignee," the following overriding royalty interest free and clear of all cost and expense of development and operation on production from those certain United States of America Oil and Gas Leases, more particularly described on Exhibit A attached hereto and made a part hereof, hereinafter called the "Leases":

> An overriding royalty interest equal to 1/3 of 1% of 8/8 of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from those lands covered by the Leases.

TO HAVE AND TO HOLD, the interest herein transferred and assigned unto Assignee, its heirs, devisees, personal representatives, successors and assigns forever.

This Assignment of Overriding Royalty is made without warranty of title, either express or implied, except by, through and under Assignor.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty Interest as of the 9th day of Jaruary, 1986.

Benjamin F. Sloat

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On January 9, 1986, before me personally came the above Benjamin F. Sloat, who is personally known to me to be the person whose name is affixed to the above instrument, and acknowledged the instrument to be his free and voluntary act and deed.

My commission expires:
8/8/88

210348

Notary Public
1355 Quitman
Denver CO 80204

NOTARY PUBLIC STATE OF COLORADO

RECORDED January 22 1986 8:00 A.
IN BOOK 76 Misc PAGE 286
FEES $6.00 D. J. Yake
SUBLETT[redacted]

EXHIBIT A

Attached to and made a part of that certain Assignment of Overriding Royalty Interest in U.S. Oil and Gas Leases dated January 9, 1986, by and between Benjamin F. Sloat as Assignor and KSL 1985 Oil and Gas, Ltd., as Assignee.

LESSOR	LESSEE	DESCRIPTION	TERMS	LEASE DATE	GROSS ACRES	NET ACRES	RECORDED BOOK	RECORDED PAGE
United States Oil and Gas Lease W-61473	Apache Corporation	T-27-N, R-112-W Sec. 23: S/2 SE/4 Sec. 24: SE/4 NW/4, E/2 SW/4			200.0			
United States Oil and Gas Lease W-58384	Apache Corporation	T-27-N, R-112-W Sec. 23: NE/4, N/2 SE/4			240.0			
United States Oil and Gas Lease W-54913 KGS	Rainbow Resources, Inc.	T-27-N, R-112-W Sec. 14: S/2			320.0			
United States Oil and Gas Lease W-54914 KGS	Rainbow Resources, Inc.	T-27-N, R-112-W Sec. 23: W/2			320.0			

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KSL 1985 OIL AND GAS, LTD.
1512 PENNSYLVANIA
DENVER, COLORADO 80203

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-47003

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Susan Bradley, formerly known as Susan Blower, 1932 East Balboa, Tempe, Arizona 85282, Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
H.M. Klaenhammer	1335 South Wolcott St., Casper, Wyoming 82601	¼ of 1% of 8/8ths

Being in all a total of an undivided ¼ of 1% of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 37 North, Range 114 West, 6th P.M. Sublette County, Wyoming

Sec. 5: SW¼
Sec. 7: E½
Sec. 8: W½
Sec. 17: W½
Sec. 18: E½
Sec. 19: E½
Sec. 20: W½
Sec. 30: E½

containing 2416.50 acres, more or less

WITNESS our hands this 11th day of January, 1986.

Susan Bradley
Susan Bradley formerly known as
Susan Blower,

1932 East Balboa,
Tempe, Arizona 85282

ACKNOWLEDGMENT

STATE OF ARIZONA } ss.
COUNTY OF MARICOPA }

On this 11th day of JAN, 1986, personally appeared before me SUSAN BRADLEY, the signer of the above instrument, who duly acknowledged to me that ____ executed the same.

Witness my hand and official seal.

My commission expires: My Comm... 7, 1989

Notary Public

210349

RECORDED January 22, 1986 8:00A
IN BOOK 76 Misc
FEES $ 4.75 Sandy Yake
SUBLETTE COUNTY

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004--0034
Expires: August 31, 1985

Lease Serial No. W-9578

Lease effective date December 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Assignee's Name: HOWELL PETROLEUM CORPORATION

Address *(include zip code)*: 1010 Lamar, Suite 1800
Houston, TX 77002

The undersigned, as owner of 32.00 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.
Sec. 3: Lots 7,8,9,10,15,16,17,18
Sec. 4: Lots 5 through 20
Sec. 5: Lots 5,6,13,20, S/2NE/4, NW/4SE/4
Sec. 9: N/2
Sec. 10: NW/4
1660.69 acres, more or less
Sublette County, Wyoming

210350

Assignment approved as to lands described below

January 22 1986 8:00 A M
289
76 Ohio
Sweetwater Yale
By Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	5.00%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 1985

PETRO-SEARCH EXPLORATION CORPORATION

Paul Junkhouser

(Assignor's Signature)

Paul Junkhouser, President

Joe A. Salvoni, Assistant Secretary

1010 Lamar, Suite 1800

(Assignor's Address)

Houston, TX 77002

(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation, associations of the United States, or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85.

HOWELL PETROLEUM CORPORATION

Paul Funkhouser
(Assignee's Signature)

Paul Funkhouser, President

Michael R. Drake, Assistant Secretary

1010 Lamar, Suite 1800
(Assignee's Address)

Houston, TX 77002
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or [illegible]

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser, President, of Petro-Search Exploration Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:
ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovell Agency in Home Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

tions made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Howell Petroleum Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lone Star Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

292

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-9578

Lease effective date
December 1, 1967

PART I

1. Assignee's Name

HOWELL PETROLEUM CORPORATION

Address *(include zip code)*

1010 Lamar, Suite 1800
Houston, TX 77002

TR. 1: 16.00

The undersigned, as owner of TR. 2: 32.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.

Tr. 1: Sec. 3: Lots 7,8,9,10,15,16,17,18
Sec. 4: Lots 5 through 14, 19, 20
Sec. 5: Lots 5,6,13,20,S/2NE/4, NW/4SE/4
Sec. 9: N/2
Sec. 10: NW/4
From the surface of the ground to 8,838 feet.

Tr. 2: Sec. 4: Lots 15,16,17,18
Below 8,838 feet in lands described under tract 2 and
below 8,838 feet in those lands described above under tract 1

1660.69 acres, more or less
Sublette County, Wyoming

210351

January 22 1986 8:00A
INST. NO. 96 Ord 292
FEES $8.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

3. Specify interest or percent of operating rights being conveyed to assignee	TR 1: TR 2:	100.00% 100.00%
4. Specify interest or percent of operating rights being retained by assignor		-0-
5. Specify overriding royalty interest being reserved by assignor		-0-
6. Specify overriding royalty previously reserved or conveyed, if any	TR 1: TR 2:	6.65% 5.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85.

PETRO-SEARCH EXPLORATION CORPORATION

(Assignor's Signature)
Paul Funkhouser, President

1010 Lamar, Suite 1800
(Assignor's Address)
Houston, TX 77002

Joe A. Saikald, Assistant Secretary
(City) (State) (Zip Code)

Title 18 U.S.C. 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: *This fo[redacted]eproduced provided that copies are exa[redacted]tions on one sheet of both sides of th[redacted]m in accordance wi[redacted]s of 43 CFR 3106.*

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85

HOWELL PETROLEUM CORPORATION

Paul Funkhouser
(Assignee's Signature)

1010 Lamar, Suite 1800
(Assignee's Address)

Paul Funkhouser, President

Houston, TX 77002
(City) (State) (Zip Code)

Michael R. Drake, Assistant Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Petro-Search Exploration Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovell Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

(3) Transfer to appropriate ... rence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Howell Petroleum Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public, State of Texas
My Commission Expires April 22, 1986
Bonded by Lovett Agency, Lawyers Surety Corp.

Notary Public in and for the
State of Texas

[redacted] EOC - MORT[redacted]

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Energetics Operating Company, 102 Inverness Terrace East, Englewood, Colorado 80112, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 72-28069, and covering land situate in Sublette County, Counties, described as follows:

Township 27 North, Range 111 West, 6th P.M.
Section 16: All

210352

RECORDED January 22, 1986 8:00 AM
IN BOOK 76 Ov-Q PAGE 295
FEES 9.50 Lana Lake COUNTY CLERK
SUBLETTE COUNTY CLERK
Jay D. Mathews

and containing 640 acres more or less, for and in consideration of the sum of ----Ten------ Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto the Assignees listed on Exhibit "A", attached hereto and made a part hereof of (see Exhibit "A"), assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 27 North, Range 111 West, 6th P.M.
Section 16: SW/4

Limited in depth from the surface down to, but not below, the stratigraphic equivalent of the depth of 10,550 feet as encountered in the Heron 10-16 well, located in the NE/4NW/4 of Section 16, T27N-R111W, Sublette County, Wyoming.

and containing 480 acres, more or less, reserving, however, unto assignor THIS ASSIGNMENT is made and shall in all respects be subject to those provisions on the attached Rider.

TO HAVE AND TO HOLD, unto the said Assignees, their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 4th day of October, 1985

WITNESS:

ENERGETICS OPERATING COMPANY
Assignor-Lessee

By Donald L. Peterson
Donald L. Peterson — President

Attest: Suzanne M. Rindosh
Suzanne M. Rindosh — Assistant Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of _____ } ss.
County of _____ }

On this ____ day of _____, A. D. 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this ____ day of _____, A. D. 19____

(SEAL)

Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of COLORADO }
County of ARAPAHOE } ss.

On this 4th day of October, A. D. 19 85, before me personally appeared Donald L. Peterson, to me personally known, who, being by me duly sworn, did say that he is the President of ENERGETICS OPERATING COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Donald L. Peterson acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 4th day of October, A. D. 19 85.

(SEAL)

Kimberley Marie Smith
Notary Public

My Commission expires: My Commission expires December 4, 1985

Assignment approved by Board of Land Commissioners: OCTOBER 18, 1985

FILED IN THE LEASE FILE:

Assignment recorded in the Office of the Commissioner of Public Lands: _____

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.) LS/

10M—4-77

295

14134, WY-582
ST-WY-001

EXHIBIT A

Assignment of State of Wyoming Oil & Gas Lease
Serial # 72-28069
Dated: 10/4/85

Energetics 1981 Year-End Ltd. 102 Inverness Terrace East Englewood, Colorado 80112	3.019250%
Energetics-Stroh 1981 Year-End Ltd. 102 Inverness Terrace East Englewood, Colorado 80112	.786500%
General Hydrocarbons 1981X Oil and Gas Program 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	10.615312%
Guaranty Energy Group 1981 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	7.076550%
Kaiser Energy, Inc. 300 Lakeside Drive Oakland, California 94643	12.187500%
Burton G. Ross, Trustee for the Darryl P. Ekstrom 1981 B Trust 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	.212063
Encore Exploration 1981 - LC. L.P. C/O Cramer Rosenthal & Co. 707 Westchester Avenue, Suite 400 White Plains, New York 10604	15.600000%
Questex Energy Program 1981 B 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	1.179263%
ITR Petroleum (Delaware), Inc. 1300 Main Street, Suite 512 Houston, Texas 77002	14.323562%

The interest assigned herein is the same interest conveyed by those instruments recorded in the Office of the County Clerk, Sublette County, Wyoming, described as follows:

1). That Assignment of Oil and Gas Leases effective February 20, 1984, executed in counterpart, and recorded in Book 73 at Page 244; Book 70 at Page 292; Book 72 at Page 561; Book 70 at Page 417; and Book 71 at Page 710.

2). That Assignment of Oil and Gas Leases of even date herewith, between Energetics Operating Company, Assignor, and ITR Petroleum (Delaware), Inc., Assignee.

[redacted] [redacted] [redacted]

RIDER

1. Any and all reservations of overriding royalty interest and/or net profits interest, be they recorded or unrecorded as of the date of execution of this Assignment, the proportionate burdens of which shall be assumed and borne by ASSIGNEE; an overriding royalty due Energetics employees under certain royalty participation plans, including Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment; and any and all other agreements which would affect the title to the leases described on Exhibit "A".

2. This Assignment is subject to the Plan of Reorganization filed in the United States Bankruptcy Court, District of Colorado, Case No. 84-B-5326 and 84-B-5325, entered and approved by the Court and creditors effective June 28, 1985.

298

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-05504

Lease effective date
April 1, 1951

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Adobe Oil & Gas Corporation

Address (*include zip code*)
1100 Western Unit Life Bldg.
Midland, Texas 79701

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 30 North - Range 113 West
Section 14: NESE
from the surface to 4,082 feet
Sublette County, Wyoming

210367

RECORDED January 23 1986 8:00 A.M.
IN BOOK 76 Misc. PAGE 298
FEES $ 8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

ADOBE OIL & GAS CORPORATION
1100 Western United Life Bldg.
Midland, Texas 79701

3. Specify interest or percent of operating rights being conveyed to assignee	11.25%
4. Specify interest or percent of operating rights being retained by assignor	38.75%
5. Specify overriding royalty interest being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 20th day of August, 19 85.
CHANDLER & ASSOCIATES, INC.

Patti H. Gibson
(Assignor's Signature)
Patti H. Gibson, Vice President

1860 Lincoln Street, Suite 1400
(Assignor's Address)

ATTEST: Diana S. Levy, Assistant Secretary

Denver, Colorado 80203
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1985

By [signature] ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

DEC 11 1985
(Date)

[redacted] [redacted] [redacted] ASSIGNEE

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

APPROVAL 325

Executed this 19th day of September , 1985 .

ADOBE OIL & GAS CORPORATION

H. R. Holcomb
(Assignee's Signature) Vice President

ATTEST:

By
P. M. Welch Secretary

1100 Western United Life Bldg.
(Assignee's Address)

Midland Texas 79701
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of August, 1985 by Patty A. Simpson as Vice President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission expires March 11, 1988

Barbara Nachtl
Notary Public

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS.
COUNTY OF MIDLAND)

BEFORE ME, the undersigned authority, on this day personally appeared H. R. Holcomb, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of ADOBE OIL & GAS CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of September, 1985.

MY COMMISSION EXPIRES: 3-22-88

Rachel Hodge
Notary Public
State of Texas
My Commission Expires

Rachel Hodge
Notary Public for the State of Texas

formation is not provided, the assignment may be rejected.

This Assignment of Operating Rights is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto, between Assignor and United Refining Company, and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 15, 1969, and any amendments. This Assignment of Operating Rights is further subject to all agreements of whatsoever nature, previously entered into between Assignor and Assignee, including particularly the documentation wherein Assignor consented to an Assignment from United Refining Company to Assignee. In addition, the interest herein assigned and the quantity thereof, is subject to and governed by all Division Orders, stipulations of interest or other documents executed by either United Refining Company or Assignee, and to the terms and conditions of agreements between Assignor and third parties, whether recorded or not, executed by Assignor and pertaining directly or indirectly to the leases herein assigned. And again, without limiting the generality of the foregoing, this Assignment is subject to the terms and conditions of:

(a) The original Oil and Gas Leases;

(b) All prior Assignments thereof.

[redacted] [redacted] [redacted]

RELEASE OF OIL, GAS AND MINERAL LEASES

KNOW ALL MEN BY THESE PRESENTS:

That, BELCO DEVELOPMENT CORPORATION, a Corporation whose address is 10,000 Old Katy Rd., Houston, Texas 77055, does hereby release, relinquish and surrender all of its right, title and interest in and to each of the Oil, Gas and Mineral Leases identified on Exhibit "A" attached hereto covering lands situated in the County of Sublette, State of Wyoming.

Executed, this 20th day of Dec., 1985.

ATTEST:

Jeffers Spencer
Assistant Secretary
J. JEFFERS SPENCER

BELCO DEVELOPMENT CORPORATION

By: R. R. Rainbolt
R. R. Rainbolt
Vice President - Land

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. R. Rainbolt, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Land of BELCO DEVELOPMENT CORPORATION and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of December, 1985.

My Commission Expires:
12-14-87

Debra J. Dennis
Debra J. Dennis
Notary Public in and for
the State of Texas

210415

RECORDED January 27 1986 8:00 AM
IN BOOK 76 Deeds PAGE 301
FEES $6.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McDevitt

LMRLSE2 | E X H I B I T A | PAGE 1

12/16/85 | BELCO DEVELOPMENT CORP.

DISTRICT 70 DENVER | SUBLETTE COUNTY, WYOMING

BPC LEASE NUMBER	LESSOR	LEASE DATE MO /DY /YY	REC. DATA BOOK/PAGE	LEASE GROSS ACRES
1070-A79	HAMILTON FARMS,INC.ET AL	04 05 72	54 139	1,240.00

LEASE DESCRIPTION T34N-R112W
SECTION 7- SE4SE4
SECTION 8-E2SW4,SW4SW4
SECTION 13- W2SE4
SECTION 14- S2
SECTION 23- E2E2
SECTION 24- N2,N2SE4,E2SW4
SECTION 26- NE4NE4

302

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-72871

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Jonathan Kutner, a-k-a Jonathon Kutner, 1500 Dallas Federal Savings Tower, Dallas, Texas 75225, Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
H.M. KLAENHAMMER	1335 South Wolcott St., Casper, Wyoming 82601	1½% of 8/8ths

RECORDED Jan 27, 1986 2:00 P.M.
IN BOOK 176 Ovr Pg PAGE 303
FEES $4.00 Lois J Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by W. Westhuse

210418

Being in all a total of an undivided one &one-half percent of eight-eighths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 37 North, Range 114 West, 6th P.M.

Sec. 16: NW¼, E½SW¼
Sec. 21: E½W½
Sec. 28: E½, E½NW¼, NE¼SW¼, S½SW¼
Sec. 33: ALL

containing 1560.00 acres, more or less

WITNESS our hands this 21st day of January, 19 86.

Janet Kutner
Janet Kuther,
1500 Dallas Federal Savings Tower
Dallas, Texas 75225

Jonathan Kutner
Jonathan Kutner,
1500 Dallas Federal Savings Tower
Dallas, Texas 75225

A C K N O W L E D G M E N T

STATE OF Texas }
COUNTY OF Dallas } ss.

On this 21st day of January, 1986, personally appeared before me Jonathon Kutner, a-k-a Jonathon Kuther & Janet Kutner, the signer of the above instrument, who duly acknowledged to me that they executed the same.

Witness my hand and official seal.

My commission expires:

Sherna Stone
Notary Public

SHERNA STONE
Notary Public, State of Texas
My Commission Expires July 16, 1986

WHEN RECORDED RETURN TO:

H.M. KLAENHAMMER,
1335 SOUTH WOLCOTT ST.
CASPER, WY. 82601

303

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN UNITED STATES OIL AND GAS LEASE W-47004

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Utah Money Order Company, P.O. Box 1537, Salt Lake City, Utah 84110, Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
H.M. Klaenhammer	1335 South Wolcott St., Casper, Wyoming 82601	2% of 8/8ths

210419

RECORDED Jan 27 1986 2:00 P M
IN BOOK 76 Misc PAGE 304
FEES $4.00 Sand Gale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Dorothy Whitmore

Being in all a total of an undivided two percent of eight-eighths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 37 North, Range 114 West, 6th P.M.

Sec. 5: SE¼
Sec. 8: E½
Sec. 17: E½
Sec. 20: NE¼

containing 976.50 acres, more or less

WITNESS our hands this 17 day of January, 1986.

BY _____ PRESIDENT

Utah Money Order Company
P.O. Box 1537
Salt Lake City, Utah 84110

A C K N O W L E D G M E N T

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On this 17 day of JANUARY, 1986, personally appeared before me BRADLEY K. PANOS, PRESIDENT, the signer of the above instrument, who duly acknowledged to me that HE executed the same.

Witness my hand and official seal.

My commission expires: 10-28-89

Angelea Steilemann
Notary Public

WHEN RECORDED RETURN TO:
H.M. KLAENHAMMER,
1335 South Wolcott St.
Casper, Wyoming 82601

BWAB lease# WY-202

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-62118

Lease effective date
2/1/78

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
BWAB Incorporated

Address (include zip code)
1801 California Street, Suite 1000
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

T 31 N, R 111 W, 6th Prin Mer

Sec. 19: Lots 1, 2, 3, E½, E½W½
28: All
29: All
30: Lots 1, 2, 3, 4, E½, E½W½

2515.52 Acres
Sublette County, Wyoming

Assignment approved as to lands described below

210455

RECORDED January 29 1986 8:00 AM
BOOK 176 DEED PAGE 305
Doris J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McAllister

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	4.5%
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 30th day of October, 1985.

By: Carol A Keller
(Assignor's Signature)

P. O. Box 7120
(Assignor's Address)

Carol A. Keller, Senior Trust Officer
Security Pacific National Bank
Receiver for the Arlyne Lansdale
Receivership Estate

Newport Beach, California 92658
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

305 (Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord-

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

Of the age of majority in the State where the lands to be assigned are located.

In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 5th day of November , 19 85

BWAB Incorporated

By: [signature]
(Assignee's Signature)
James B. Wallace, President

ATTEST: [signature]
Kay O. Brownlie, Secretary

1801 California Street, Suite 1000
(Assignee's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

Before me, the undersigned auhtority, on this day, personally appeared Carol A. Keller, Senior Trust Officer of Security Pacific National Bank, Receiver for the Arlyne Lansdale Receivership Estate, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of October, 1985.

OFFICIAL SEAL
JOANNE D. BURTON
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Commission Expires Jan. 21, 1989

My commission expires: [signature]
-Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On January 5, 1985, before me, Janet Kiyota, a Notary Public, personally appeared James B. Wallace, known to me to be the President of BWAB Incorporated and acknowledged to me that such corporation executed the within instrument.

NOTARY PUBLIC STATE OF COLORADO

My commission expires: 10-08486

[signature]
Janet Kiyota, Notary Public
1801 California Street
1000 City Center 4
Denver, Colorado 80202

(4)(5) Information from the record and/or the record ... transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

BWAB INCORPORATED
1000 City Center 4
1801 California Street
Denver, Colorado 80202

The Paperwork R[redacted] of 1980 (44 U.S.C. 3501 et seq.) requi[redacted] to inform you that:

Bureau of Land M[redacted] collects this information pursuant to the [redacted] CFR 3106–3(c)).

BWAB lease# WY-203

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-62124

Lease effective date
February 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

BWAB Incorporated

Address (include zip code)
1801 California Street, Suite 1000
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

T 31 N, R 112 W, 6th Prin Mer

Sec. 25: All

640 Acres
Sublette County, Wyoming

Assignment approved as to lands described below

210456

RECORDED January 29 1986 8:00 A.M.
IN BOOK 176 O & G PAGE 307
FEES $6.00 Lois J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	4.5%
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 30th day of October, 1985.

By: Carol A Keller
(Assignor's Signature)

P. O. Box 7120
(Assignor's Address)

Carol A. Keller, Senior Trust Officer
Security Pacific National Bank
Receiver for the Arlyn Lansdale
Receivership Estate

Newport Beach, California 92658
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

307

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord-

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0-5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

Of the age of majority in the State where the lands to be assigned are located.

In compliance with the acreage limitation set forth in 43 CFR 3101.1-5 and 3101.2-4.

ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 5th day of November , 19 85

BWAB, Incorporated

By: [signature] 1801 California Street, Suite 1000
(Assignee's Signature) (Assignee's Address)

James B. Wallace, President Denver, Colorado 80202

ATTEST: [signature] (City) (State) (Zip Code)

By: Kay O. Brownlie, Secretary

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

Before me, the undersigned auhtority, on this day, personally appeared Carol A. Keller, Senior Trust Officer of Security Pacific National Bank, Receiver for the Arlyne Lansdale Receivership Estate, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of October, 1985.

My commission expires:

OFFICIAL SEAL
JOANNE D. BURTON
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Commission Expires Jan 21 1989

[signature]
-Notary Public

NOTICE

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On November 5, 1985, before me, Janet Kiyota, a Notary Public, personally appeared James B. Wallace, known to me to be the President of BWAB Incorporated and acknowledged to me that such corporation executed the within instrument.

My Commission expires:
10-08-86

STATE OF COLORADO

[signature]
Janet Kiyota, Notary Public
1801 California Street
1000 City Center 4
Denver, Colorado 80202

EFFECT OF NOT PROVIDING INFORMATION – If all the ... formation is not provided, the assignment may be rejected.

BWAB INCORPORATED
1000 City Center 4
1801 Calif[redacted]

The Paperwork R[redacted] 1980 (44 U.S.C. 3501 et seq.) requ[redacted] you that:

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-79188

Lease effective date
December 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

B W A B Incorporated

Address (include zip code)
1801 California Street--1000 City Center 4
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Sublette County, Wyoming

T 33 N, R 115 W, 6th Prin Mer
Sec. 16: W½
Sec. 21: W½

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

210457

RECORDED January 29 1986 8:00 A.M.
IN BOOK 176 R&P PAGE 309
FEES $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor See attached "Exhibit A" for production payment	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 28th day of March, 19 85

Bryan Wagner
(Assignor's Signature)

5518 Prytania Street
(Assignor's Address)

New Orleans, Louisiana 70115
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 21 1985
(Date)

WY-932

309

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.*

FOR ASSIGNEE

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 21st day of May , 19 85 .

BWAB Incorporated

By: James Wallace
(Assignee's Signature)
James B. Wallace, President

1801 California Street, Suite 1000
(Assignee's Address)

ATTEST:

By: Ray O. Brownlie
Ray O. Brownlie, Secretary

Denver, Colorado 80202
(City) (State) (Zip Code)

STATE OF LOUISIANA)
PARISH OF Orleans)

The foregoing instrument was acknowledged before me by Bryan Wagner

this 13th day of January , 1986.

Witness my hand and official seal.
My commission ~~expires~~: Life.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On May 21, 1985, before me, Janet Kiyota, a Notary Public, personally appeared James B. Wallace, known to me to be the President of BWAB Incorporated and acknowledged to me that such corporation executed the within instrument.

My commission expires:
10-08-86

Janet Kiyota
Janet Kiyota, Notary Public
1801 California Street
1000 City Center 4
Denver, Colorado 80[redacted]

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-79184

Lease effective date 1 Dec 82

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: B W A B Incorporated

Address (include zip code): 1801 California St.
1000 City Center 4
Denver, CO 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assign to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Sublette County, Wyoming
Township 33 North Range 115 West

Section 4: Lots 1, 2, 3, 4, S 1/2 N 1/2, S1/2
Section 9: All

Containing 1276 acres

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

210458

RECORDED January 29 1986 8:00 A M
IN BOOK 76 O & G PAGE 311
FEES $10.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McAllister

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	See attached Exhibit "A" for Production Payment / None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 29th day of March, 19 85

Ruth P. Yake
(Assignor's Signature)

237 Hamilton Rd.
(Assignor's Address)

Merion Station PA 19066
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil & Gas Section

NOV 21 1985

WY-943 (WY-932)

911 (Title) (Date)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

a. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States or any State or Territory thereof; or municipalities.

b. Of the age of majority in the State where the lands to be assigned are located.

c. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

d. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

2. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 21st day of May, 1985

BWAB INCORPORATED

By: [signature] (Assignee's Signature)
James B. Wallace, President

1801 California Street, Suite 1000
(Assignee's Address)

ATTEST:

By: [signature]
Ray O. Brownlie, Secretary

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of definitely described portion of the leased lands create separate leases of the retained and the assigned portions. does not change the terms and conditions of the lease or th

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On May 21, 1985, before me, Janet Kiyota, a Notary Public, personally appeared James B. Wallace, known to me to be the President of BWAB Incorporated and acknowledged to me that such corporation executed the within instrument.

My commission expires: NOTARY PUBLIC 10-08-86

[signature]
Janet Kiyota, Notary Public
1801 California Street
1000 City Center 4

County of Montgomery
Commonwealth of Pennsylvania

This instrument was acknowledged before me on this

fifteenth day of January 1986 by

Ruth P Zoger

[signature]
NOTARY PUBLIC

RITA W. KATTEN, Notary Public
Narberth Boro, Montgomery Co.
My Commission Expires [redacted]

EXHIBIT "A"

RIDER ATTACHED TO THAT CERTAIN ASSIGNMENT OF RECORD TITLE FOR UNITED STATES OIL AND GAS LEASE SERIAL NO.W-79184 FROM RUTH P. ZAGER, AS ASSIGNOR TO B.W.A.B., INC. AS ASSIGNEE, DATED EFFECTIVE_____.

This rider sets out hereinbelow the quantum of production payment reserved in connection with the oil and gas lease being assigned from Assignors to Assignee and other conditions pertinent to the transfer of title from Assignors to Assignee.

1. Reserves Production Payment: Assignors hereby except and reserve a production payment of $20,000.00 per net acre to be paid out of five percent of eight-eighths (5% of 8/8ths) of the market value of all the oil and gas which is produced from the lands covered by the lease being assigned hereby (sometimes herein called "said lands") under the terms of said lease or any extensions or renewals thereof.

As to oil and/or gas sold at the wells or elswhere by Assignee, Assignors, their heirs, or assigns, the "market value" specified herein shall be the prevailing market price at the time the production ia sold and delivered, said market value calculated by using comparable sales, which are those comparable in time, quality, quantity, and availability of marketing outlets, drawn from a relevant market. Provided, however, if Assignee has entered into an armslength agreement for the sale of any such product hereunder in a bonafide effort to obtain the best available price, taking into consideration all relevant factors, the price obtained by Assignee under such agreement shall be considered "market value."

Said production payment will be free and clear of all costs and expenses incurred in the exploration, development, operation and maintenance of said lands, but Assignors shall be responsible for Assignors' proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas therefrom. Assignee shall maintain, in accordance with the terms of this instrument and good accounting practices, a Production Payment Account, the books and records of which shall at all reasonable time be open for examination, copying and audit by Assignors and their accredited representative.

Payments made on account of the production payment shall be computed and paid at the same time and in the same manner as royalties payable to the lessor under the terms of said lease are computd and paid.

The production payment reserved herein shall (a) be the only obligation for which Assignee shall be obligated to Assignors and is the only obligation burdening said lands to be paid out of production from said lands, other than the landowner's royalty, (b) be subject to any governmentally approved communitization or other agreement forming a well spacing or proration unit under the rules or regulations of the Wyoming Oil Conservation Division, to which the lease is now committed or may hereafter be committed, and (c) be proportionatly reduced if this assignment grants to Assignee less than the entire leasehold estate in said land.

Unless otherwise provided by other terms hereof, the reservation of the above obligation shall not imply any leasehold preservation, drilling or development obligation on the part of Assignce; however, nothing herein contained shall relieve Assignee from compliance with the terms and coonditions of the lease.

EXHIBIT "A" (Cont.) Page 2

No change in the owership of said obligation shall be binding upon Assignee until such time as Assignee shall have been furnished with either the original, a certified copy or an acceptable reproduction copy of the recorded instrument or instruments effecting the changing in ownership.

2. Reassignment Matters : If Assigness, its successors or assigns, should at any time desire to cease paying rentals or to release said lease as to all or any portion of the land covered thereby, Assignee shall tender to Assignors a reassignment of said lease as to the lands sought to be surrendered or leleased at least forty-five (45) days prior to the time for the payment of the next annual rental under the terms of the lease or any extension or renewal thereof. In such event Assignors shall accept such reassignment within twenty (20) days from the time the same is tendered, failing in which Assignee shall be free to release or surrender said lease as to such lands. If the reassignment is accepted by Assignors, Assignors shall save and hold and protect Assignee harmless from all rentals and liability of whatsoever character subsequently accruing with respect to the lands covered by said reassignment .

3. Warranty: Assignors covenant with and warrant to Assignee that the above described lease is free and clear of all encumbrances made by Assignors, but no further.

Signed for identification purposes:

:

ASSIGNORS:

Ruth P Zager

ASSIGNEE:

W A B Incorporated

By: James B. Wallace
James B. Wallace, President

By: Ray O. Brownlie
Ray O. Brownlie, Secretary

County of:Montgomery
Commonweaith of Pennsylvania

This instrument was acknowledged before me on this

Fifteenth day of January 1986 by

Ruth P Zager

Rita W. Katten
NOTARY PUBLIC

RITA W. KATTEN, Notary Public
Narberth Boro, Montgomery County
My Commission Expires

RECORDED February 3 1986 8:00 AM
IN BOOK 76 OR PAGE 315
6th Sandy Yade COUNTY CLERK
SUBLETTE COUNTY CLERK Ida D. McInnis

210497

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN OIL AND GAS LEASE

KNOW ALL MEN BE THESE PRESENTS:

That the undersigned, DARRYL EMMERT, 590 Front Range Road, Littleton, Colorado 80120, Assignor, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, convey and set over, unto Assignee as follows:

M. J. Armstrong, Trustee; P. O. Box 1999, Dickinson, ND 58601
an undivided three sixteenths of one percent of eight eighths (.1875%)

C. A. Armstrong, Trustee; P. O. Box 1999, Dickinson, ND 58601
an undivided one sixteenths of one percent of eight eighths (.0625%)

as an overriding royalty on all oil, gas and casinghead gas, and other hydocarbon substances produced, saved and marketed from the following described land prusuant to that certain oil and gas lease described as follows:

Lessor:	The United States of America, Serial Number W 57546
Lessee:	Patricia Halagan
Date:	February 1, 1977
Recorded:	-----
Description:	Township 28 North, Range 115 West, 6th P.M. Section 26: All Section 27: NE¼ SUBLETTE COUNTY, WYOMING

TO HAVE AND TO HOLD the overriding royalty interests herein transferred and assigned unto the Assignees, their heirs, devisees, personal representives, successors and assigns, forever, subject only to the following terms and conditions:

A. The overriding royalty interest herein assigned is payable out of and only out of proceeds received from the oil and gas produced, saved and marketed pursuant to the terms and provisions of the above-described oil and gas lease, less applicable taxes paid on such production. The overriding royalty interest herein assigned shall in no event be paid or accrued on oil, gas, casinghead gas and other hydrocarbons which are unavoidably lost, which are used for operating, developing and producing purposes on the above-described land, or which are used for repressuring, recycling or pressure maintenace operations benefiting said land.

B. In the event the oil and gas lease and lands herein assigned cover less that the entire oil, gas and mineral leasehold estate, or in the event the interest of the Assignor herein covers less than the full undivided oil and gas lease hold interest, or in the event the interest of Assignor herein is to be contractually reduced at payout, or in the event all or any portion of the lease is pooled or unitized with other leases in a properly formed producing unit, then the overriding royalty interest herein assigned shall be reduced proportionately.

C. The overriding royalty interest herein assigned is specifically subject to the reserved exclusive right of Assignor to develop and operate the lease and lands described above in such manner and to such extent as it deems reasonable and proper without any liability whatsoever to Assignees, and nothing contained herein shall be construed to obligate Assignor to drill for, produce or market oil or gas from the above-described lease to any greater extent than required by the terms and conditions of such lease.

D. The overriding royalty interest herein assigned is specifically subject to the reserved and exclusive right of Assignor is its sole judgement, either before or after production begins, to unitized, pool or combine all or any

part of the above-described lease, lands or formations thereunder with any other leases, lands or formations, and to terminate, alter, enlarge or modifiy such unitized area, at any time deemed advisable by Assignor to properly develop and operate the lease herein assigned, all without liability to Assignees, who shall promptly approve and ratify all such plans upon request. In the event that hydrocarbn production from the unitized lease, lands or formations herein assigned is allocated to different portions of the unitized area, Assignees' overriding royalty interests shall be computed and and paid only on the production allocated to tracts assigned herein just as though such allocated hydrocarbons had actually been produced therefrom.

E. Payment of the overriding royalty interest herein assigned on oil production from federal leases producing 15 barrels of oil per day per well or less when averaged monthly, shall be suspended automatically and will not be payable when the aggregate of the royalties payable to the United States Government, together with the overriding royalties and other payments out of production previously created and payable to others, is en excess of 17 ½ percent, as provided in Title 43 CFR 3103.3-6.

F. The overriding royalty interest herein assigned is specifically subject to the condition that nothing contained herein shall be construed to alter or modify the terms and provisions of the above-described lease, including, but not limited to express and implied covenants for developing, operating, marketing, protecting from drainage and complying with governmental laws, rules and regulations, including those of the United States Government.

G. This assignment of overriding royalty is specifically subject to Assignor's exclusive right to release and surrender the lease herein assigned, either in whole or in part, at any time deemed appropriate by Assignor.

H. This assignment of overriding royalty is made without warranty of title, either express or implied.

EXECUTED this 7th day of January, 1986

BY _____
DARRYL EMMERT

STATE OF COLORADO
)
) ss.
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 7th day of January, 1986, by Darryl Emmert

Witness my had and official seal.

PAUL M. CLEVELAND NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public 1801 Broadway
Denver, Co 80202

My Commission Expires: 5-17-86

2320-44078-00

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-54137

Lease effective date
April 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Terra Resources, Inc.

Address (include zip code)

5416 S. Yale, Tulsa, Oklahoma 74135

The undersigned, as owner of 50% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

NE/4, W/2 of Section 21-27N-111W

Sublette County, Wyoming

Assignment approved as to lands described below

#10498

RECORDED February 3 1986 8:00 AM
BOOK 76 D+D PAGE 317
FEES $6.00 Lori J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 21st day of January , 1986 , effective December 1, 1985.

STOVALL OIL COMPANY

By: B. J. Stovall
B. J. Stovall (Assignor's Signature)

P. O. Box 2331
(Assignor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

317

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in t assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United Sta or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Managem he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignm including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to co tion all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as presc in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the te and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersign knowledge and belief and are made in good faith.

Executed this day of , 19 .

TERRA RESOURCES, INC.

William H. Everett III

(Assignee's Signature)

P. O. Box 2329

(Assignee's Address)

William H. Everett III, Secretary

Tulsa, OK 74101

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the Un States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF WYOMING)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 21st day of January, 1986, by B. J. Stovall, Partner of Stovall Oil Company.

WITNESS my hand and official seal.

Frances Stovall
Notary Public

My Commission Expires:

My Commission Expires Mar. 9, 1989

process the assignment and request for [illegible]

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

RETURN TO: TERRA RESOURCES, INC.
P. O. BOX 2329
TULSA, OKLA. 74101
ATTN: LAND DEPT.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assigne

Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1986 JAN 31 AM 9:33

RECEIVED
CHEYENNE, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-72871

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That William A. Wilson, Jr.

1301 Shullenbarger, Flagstaff, Arizona 86001,

Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
H.M. KLAENHAMMER	1335 South Wolcott St., Casper, Wyoming 82601	1% of 8/8ths

RECORDED February 3 1986 2:00 PM
BOOK 76 OF D PAGE 319
Lucy Yoke COUNTY CLERK
By Dorothy M Stevie

210514

Being in all a total of an undivided one percent of eight-eighths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 37 North, Range 114 West, 6th P.M.

Sec. 16: NW¼, E½SW¼
Sec. 21: E½W½
Sec. 28: E½, E½NW¼, NE¼SW¼, S½SW¼
Sec. 33: All

containing 1560.00 acres, more or less

WITNESS our hands this 26TH. day of January, 19 86.

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 31 1986
BUREAU OF LAND MANAGEMENT

William A. Wilson
William A. Wilson Jr.
1301 Shullenbarger
Flagstaff, Arizona 86001
Nancy C Wilson, WIFE

ACKNOWLEDGMENT

STATE OF Arizona }
COUNTY OF Coconino } ss.

On this 28th day of January, 19 86, personally appeared before me William A. Wilson, the signer of the above instrument, who duly acknowledged to me that He executed the same.

Witness my hand and official seal.

My commission expires: 14 July 87

Deborah Landers
Notary Public

When recorded return to:
H.M. Klaenhammer,
1335 South Wolcott St.
Casper, Wyoming 82601

319

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

DEPARTMENT OF THE INTE
BUREAU OF LAND MANAGEMENT

1986 JAN 31 AM 9:33

RECEIVED
CHEYENNE, WYOMING

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [XX] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [XX] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of January, 1986.

H M Klaenhammer
(Assignee's Signature)

H.M. KLAENHAMMER

1335 SOUTH WOLCOTT ST.,
(Assignee's Address)

CASPER, WYOMING 82601
(City) (State) (Zip Code)

[redacted]

210523

[redacted]

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

IN BOOK 76 OF [redacted] PAGE 321
FEES 4.00 Lois J. Yadon COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McGuire

KNOW ALL MEN BY THESE PRESENTS: That I, we, Springfield Oil Company, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 83-00352, and covering land situate in Sublette County, Counties, described as follows:

640.00 acres Res. Tr. 40(Orig. All Sec.16),T.27N.,R115W,6th P.M.

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and More Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Amoco Production Company, Box 800, of Denver,Colorado 80201, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

640.00 acres Res. Tr. 40(Orig. All Sec.16), T.27N.,R115W,6th P.M.

and containing 640.00 acres, more or less, reserving, however, unto assignor a previous reservation of Overriding Royalty Equal to an undivided Four Percent of Eight/Eighths(4% of 8/8ths) in an Assignment from Robert J. O'Brien to Springfield Oil Company dated November 6, 1985.

TO HAVE AND TO HOLD unto the said Amoco Production Company, their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 11 day of November, 1985

WITNESS:

Mary C. Sellers

Mary C. Sellers, Secretary

SEAL (SPRINGFIELD OIL COMPANY COLORADO)

Springfield Oil Company
Assignor-Lessee

By R W E. Martin
Richard E. Martin, President
President

Attest:

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of [redacted] } ss.
County of [redacted] }

On this day of , A. D. 19, before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this day of , A. D. 19.

(SEAL)

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado } ss.
County of Denver }

On this 18th day of November, A. D. 1985, before me personally appeared Richard E. Martin, to me personally known, who, being by me duly sworn, did say that he is the President of Springfield Oil Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

LOU ENGLE NOTARY PUBLIC STATE OF COLORADO

Witness my hand and seal this 18th day of November, A. D. 1985

(SEAL)

Nancy Lou Engle
Notary Public

My Commission expires:

Assignment approved by [redacted] Land Commissioners: December 19, 1985 without binding the State for the payment of any overriding royalty.

Assignment recorded in the Office of the Commissioner of Public Lands: December 18, 1985

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

ls

10M—4-77

606572 9---
321

[redacted]

Tatlook's FORM 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Thomas C. Moran, 3415 South Race St., Englewood, CO 80110

(hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto

_____ of _____,
(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of as set out above of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

United States Oil and Gas Lease W-21431

Township 36 North - Range 115 West, 6th P.M., Sublette County, Wyoming
Sec. 11: All
Sec. 12: All
Sec. 13: N½, SW¼, N½SE¼, SW¼SE¼
Sec. 14: All

210547
RECORDED February 6 1986 8:00A M
BOOK 76 Misc PAGE 322
FEES $5.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy Lewis

Fred P. Blume, Box 504, Cheyenne, WY 82003, as to one-seventh (1/7) of two and one-half (2½) percent, Robert W. David, Box 1497, Cheyenne, WY 82003, as to one-seventh (1/7) of two and one-half (2½) percent, Charlsie M. Hulett, 2605 South Eudora, Denver, CO 80222, as to one-seventh (1/7) of two and one-half (2½) percent, Donald W. Sidwell, Box 4252, Scottsdale, Arizona 85258, as to two two-sevenths (2/7) of two and one-half (2½) percent, T.H.C. Company, a Partnership, 810 Midland Savings Bldg., Denver, CO 80202, as to one-seventh (1/7) of two and one-half (2½) percent

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: that

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 3rd day of February, 19 86.

Thomas C. Moran
Thomas C. Moran

JOY KUHA NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 3rd day of February, 19 86, by _____
Witness my hand and notarial seal.
My commission expires 8/22/89

Joy Kuha
Notary Public

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
USA W-57546

Lease effective date
2-1-77

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
EXXON CORPORATION

Address *(include zip code)*

P.O. Box 2305 Houston, Texas 77252

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 28 North, Range 115 West, 6th P.M. Section 26: All Containing 640.00 acres, more or less Sublette County, Wyoming	210548

RECORDED February 6 1986 8:00 A M
IN BOOK 76 Misc PAGE 323
FEE $ 6.00 Lou J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 6th day of January , 1986 .
DOME 1980 INSTITUTIONAL INVESTORS LTD.
by TEXACO OILS INC., its General Partner

D. T. Laughrey
(Assignor's Signature)

Attorney-in-Fact

P.O. Box 2100
(Assignor's Address)

Denver, Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

323

661489 001

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed BLM 066100 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this JAN 28 1986 , 19 .

EXXON CORPORATION

(Assignee's Signature)

P. O. BOX 2305

(Assignee's Address)

HOUSTON, TX 77252

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

... signed statement ...

(d) The adjudication of the assignee's rights to the lands ...

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of January, 1986, by D.P. Loughry, the Attorney-in-Fact of TEXACO OILS INC., a corporation, General Partner of DOME 1980 INSTITUTIONAL INVESTORS LTD.

WITNESS My hand and official seal.

W.E. HERRINGTON NOTARY PUBLIC STATE OF COLORADO

W.E. Herrington
W.E. Herrington, Notary Public
Residing at: 4601 DTC Blvd.
Denver, Colorado 80237

My commission expires: February 28, 1989

STATE OF COLORADO
COUNTY OF ARAPAHOE } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by OMER R. HUMBLE, ATTORNEY-IN-FACT of EXXON CORPORATION this 28th day of JANUARY 1986.

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

WITNESS my hand and official seal.

Janae L. Spidahl
Notary Public

My commission expires 02-19-[redacted]

PRODUCERS 88 CW-503 (D 10/4)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into as of the 16th day of December, 1985, by and between
T. E. O'Brien Ranch, Incorporated
Cottonwood Route
Big Piney, Wyoming 83113, hereinafter called "Lessor" (whether one or more) and
Chevron U.S.A. Inc., P.O. Box 599, Denver, Colorado 80201----------, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and More DOLLARS ($ 10.00 & more, in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, railroads and canals; and to construct tanks, pump and power stations, power and communication lines, houses for its employees, and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

Township 33 North, Range 113 West, 6th P.M.
Section 34: NE¼NE¼
Section 35: N½

210570

RECORDED February 10 1986 8:00 A.M
IN BOOK 76 Deed PAGE 325
FEES $6.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deralee McKinnis

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights of way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 360 K.P. acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of five (5) K.P. years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, *xxxxxxxxxx of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of *xxxxxxxxxx of the gas so sold or used, provided that on gas sold at the well the royalty shall be *xxxxxxxxxx of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder. *Fifteen percent (15%) K.P.

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in FIRST WYOMING BANK K.P. Bank at Big Piney, Wyoming K.P. or any successor, herein called "depository bank," the sum of Three Hundred Sixty and 00/100----K.P.---------- DOLLARS ($ 360.00), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to growing crops, buildings, irrigation ditches, feed lots and fences. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as a result of any cause beyond Lessee's control (such as fire, flood, storm, or other Act of God, governmental law, order, or regulation, labor disputes, war, or inability to secure men, materials, permit(s), or transportation) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for 90 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, except payment of royalties, as operations upon or production from this lease.

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR SIGN HERE
T. E. O'BRIEN RANCH, INCORPORATED
By: Kent Profit
Kent Profit, President

83-0231386
Social Security or Tax Number

T. E. O'BRIEN RANCH INCORPORATED CORPORATE SEAL WYO

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Sublette ss.

On this 16th day of December in the year 1985, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Kent Profit, as President of T. E. O'Brien Ranch, Incorporated who personally appeared before me and is known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.
My commission expires June 10, 1986

Notary Public
Notary Public State of Wyoming County of Sublette My Commission Expires June 10, 1986

Big Piney
residing at

STATE OF _____
COUNTY OF _____ ss.

On this _____ day of _____ in the year _____, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by _____
who personally appeared before me and _____ known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the purpose and consideration therein expressed.
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.
My commission expires _____

_____ Notary Public

_____ residing at

STATE OF _____ NO. _____
COUNTY OF _____ ss.

This instrument was filed for record on the _____ day of _____, 19 ___ a _____ o'clock, _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

_____
County Clerk — Register of Deeds

By _____
Deputy

Return to [redacted] [redacted] [redacted]

Producers 88,
Western States

OIL AND GAS LEASE

THIS AGREEMENT made this 5th day of November, 19 85, between
Reservoir Ranch Company, Incorporated, a Wyoming Corporation
P.O. Box 189
Big Piney, Wyoming 83113
Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee, WITNESSETH:

1. Lessor in consideration of ten and more Dollars
($), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to wit:

Township 30 North, Range 112 West, 6th P.M.
Section 20: E½SE¼;
Section 21: NW¼NE¼, S½NE¼, SE¼, W½;
Section 22: NW¼SW¼;
Section 28: N½N½, S½NW¼, S½;
Section 29: NE¼NE¼, S½NE¼, SE¼;

210573

RECORDED February 10, 1986 8:00 A.M.
IN BOOK 76 Oil PAGE 327
FEES 6.00 Linda Yadon COUNTY CLERK
SUBLETTE COUNTY CLERK by Melanie

Wherever the royalty "one-eighth" appears in paragraph 3 of this lease, it shall be deleted and "fifteen percent (15%)" shall be placed in lieu thereof. LM 2/6/86

of Section , Township , Range .

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1560.00 acres, whether it actually comprises more or less five (5) LM 2/6/86

2. Subject to the other provisions herein contained, this lease shall be for a term of XX years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in First Wyoming (Account #56-01650-3) Bank of Big Piney, Wyoming 83113 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of One Thousand Five Hundred Sixty and No/100ths Dollars ($ 1,560.00), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease; or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

327 665770 -A

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferential right and option to purchase the lease or part thereof or interest thereon covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to these terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15 day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor, along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessee's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

ATTEST: Margaret L Mickelson
Secretary

Reservoir Ranch Company, Incorporated, Wyoming Corporation

Signatures
BY: Gordon Mickelson
President

Address

Address

Taxpayer Identification or Social Security Number
83-0188212

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

_____

_____

known to me to be the person ____ described in and who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ voluntary act and deed.

_____ _____

My Commission Expires: Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of Wyoming

County of Sublette ss.

On this 15th day of November A.D. 1985, before me, a notary public in and for said County and State, appeared Gordon M. Mickelson to me personally known, who being by me duly sworn, did say that he is the President of said Reservoir Ranch Company, Incorporated and that the seal affixed to said corporation, by authority of its board of directors, and said Gordon M. Mickelson acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, voluntarily executed.

My Commission Expires: Sept 2, 1987

Kathleen A Lacy
Notary Public

OIL AND GAS LEASE

FROM

No.

TO

Date 19

Section Township Range

County

No. of Acres Term

STATE OF

ss.

This instrument was filed for record on the

day of 19

o clock M., and duly recorded

in book page of the

records of this office.

County Clerk-Register of Deeds

By Deputy

Record and Mail to:

FORM TA-21-2 REV 3 15 84

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 5th day of November, 1985, from Reservoir Ranch Company, Incorporated, a Wyoming Corporation, as Lessors, to Springfield Oil Company, as Lessee, recorded in Book ____, Page ____, of the Records of Sublette County, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202 in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 20: E½SE¼;
Section 21: NW¼NE¼, S½NE¼, SE¼, W½;
Section 22: NW¼SW¼;
Section 28: N½N½, S½NW¼, S½;
Section 29: NE¼NE¼, S½NE¼, SE¼;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Springfield Oil Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Reservoir Ranch Company, Incorporated, a Wyoming Corporation P.O. Box 189 Big Piney, Wyoming 83113	First Wyoming Bank 440 Budd Avenue Big Piney, Wyoming 83113	$334.31

210574

RECORDED February 10 1986 10:00 A.M.
IN BOOK 76 D & P PAGE 329
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

IN WITNESS WHEREOF, we sign and seal this 5th day of November, 1985.

ATTEST: [illegible]

Reservoir Ranch Company, Incorporated, a Wyoming Corporation (SEAL)

BY: [signature] (SEAL)

President (SEAL)

(SEAL)

665770-A-329

Printed by P&M Printing (303) 893-1681

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 19____, personally appeared _____

and _____

_____, to me known to be the identical person ____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that ____ duly executed the same as ____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public.

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

known to me to be the person ___ described in and who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ voluntary act and deed.

My Commission Expires: _____

Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

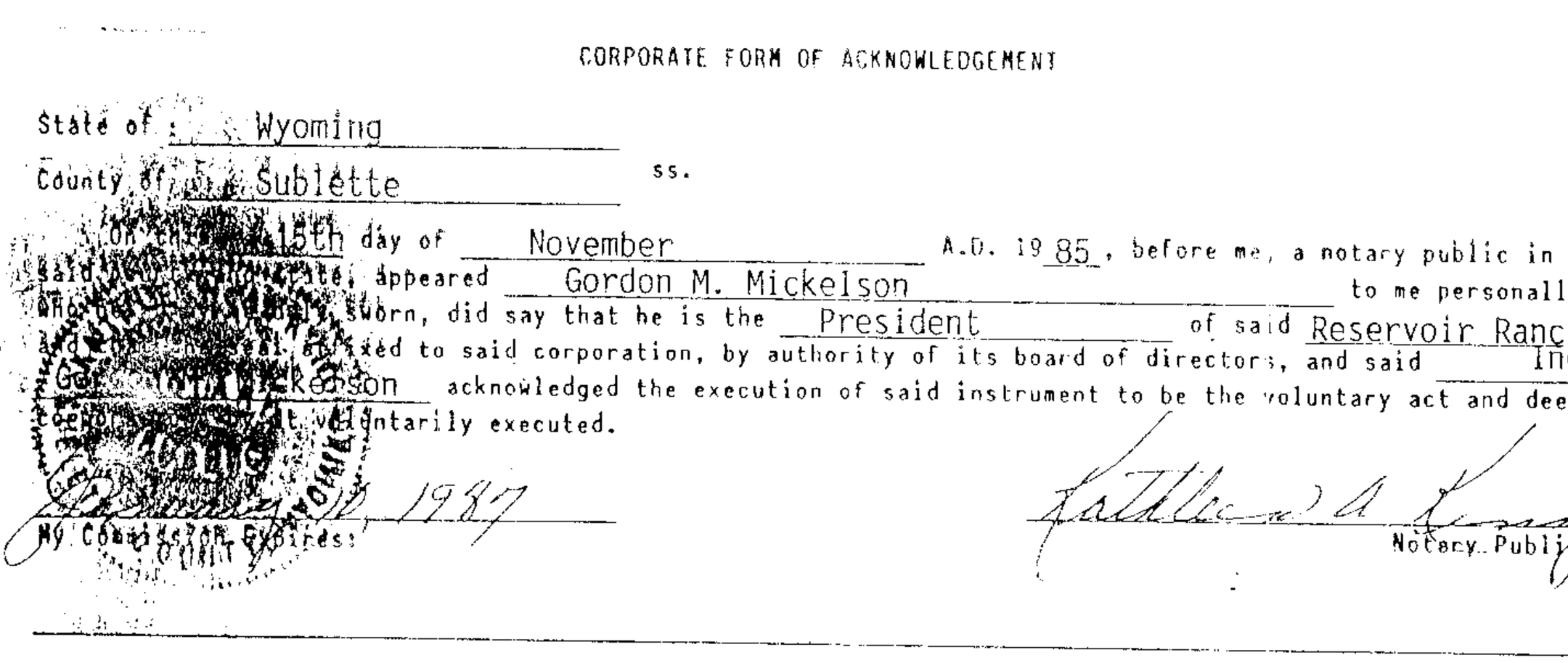
State of : Wyoming

County of : Sublette ss.

On this 15th day of November A.D. 19 85, before me, a notary public in and for said County and State, appeared Gordon M. Mickelson to me personally known, who being by me duly sworn, did say that he is the President of said Reservoir Ranch Company, and that the seal affixed to said corporation, by authority of its board of directors, and said incorporated Gordon Mickelson acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires: 1987

Notary Public



64

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, MIDNIGHT OIL COMPANY of P. O. Box 1498, Denver, Colorado 80201, "Assignor", for and in consideration of the sum of Ten dollars ($10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto POWERS VENTURES, INC., a Colorado Corporation of 11711 Woodruff Avenue, Suite 201, Downey, California 90241, as "Assignee", its successors and assigns, and being and overriding royalty of all oil, gas and other hydrocarbon substances produced and saved from the lands and oil and gas leases set forth and described in "Exhibit A", attached hereto, and made a part hereof, situated in the State of Wyoming, subject only to the terms of the individual leases and agreements of record.

If there is production on a lease or attributable to any of the interest herein, POWER VENTURES, INC. is to own such production interest from 7:00 A.M. December 31, 1985, and thereafter. Any production prior to 7:00 A.M. December 31, 1985, will belong to MIDNIGHT OIL COMPANY.

Assignee agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which when added to the overriding royalties or payments out of production previously created and the royalty payable to the Department of the Interior aggregates in excess of 17½% shall be suspended when the average production of oil per day, averaged on a monthly basis, is 15 barrels or less.

IN WITNESS WHEREOF, We have hereunto set our hand and seal this 15th day of February, 1986

MIDNIGHT OIL COMPANY

Hardy, Secretary

James T. Hays, President

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

BEFORE ME, the undersigned, a Notary Public, in and for the County and State, on this 6th day of February, 1986, personally appeared James T. Hays, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therin set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

My Commission Expires May 20, 1988

Notary Public

210585

OFFICIAL SEAL
FRANCES CONNELL
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My comm. expires MAY 20, 1988

RECORDED February 11, 1986 8:00 AM
IN BOOK 76 Oil PAGE 331
635 Lois J. Yale COUNTY CLERK
by Dorothy McClure DEPUTY COUNTY CLERK

331

MIDNIGHT OIL COMPANY
NON-PRODUCING
Sublette County, Wyoming

DATED: December 31, 1985

Exhibit A

ISSUE DATE	LEASE NUMBER	DESCRIPTION	GROSS ACRES	PERCENT	NET ACRES	COST
1-1-69 (Ext. 7-2-87)	W-16443	T. 34 N., R. 115 W. Sec. 5: Lots 2,3,4,S½NW,S½ Sec. 7: Lots 1,2,3,4,E½	1,028.49	1/8 of 1%	10.28	10.28
1-1-69 (Ext. 7-2-87)	W-16444	T. 34 N., R. 115 W. Sec. 6: Lots 1,2,3,4,5,6, S½NE,SE Sec. 8: All	1,149.83	1/8 of 1%	11.50	11.50
1-1-69 (Ext. 7-2-87)	W-16445	T. 35 N., R. 115 W. Sec. 17: All Sec. 20: All Sec. 29: All Sec. 32: All	2,560.00	1/8 of 1%	25.60	25.60

332

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, MIDNIGHT OIL COMPANY of P. O. Box 1498, Denver, Colorado 80201, "Assignor", for and in consideration of the sum of Ten dollars ($10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto POWERS VENTURES, INC., a Colorado Corporation of 11711 Woodruff Avenue, Suite 201, Downey, California 90241, as "Assignee", its successors and assigns, and being and overriding royalty of all oil, gas and other hydrocarbon substances produced and saved from the lands and oil and gas leases set forth and described in "Exhibit A", attached hereto, and made a part hereof, situated in the State of Wyoming, subject only to the terms of the individual leases and agreements of record.

If there is production on a lease or attributable to any of the interest herein, POWER VENTURES, INC. is to own such production interest from 7:00 A.M. December 31, 1985, and thereafter. Any production prior to 7:00 A.M. December 31, 1985, will belong to MIDNIGHT OIL COMPANY.

Assignee agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which when added to the overriding royalties or payments out of production previously created and the royalty payable to the Department of the Interior aggregates in excess of 17½% shall be suspended when the average production of oil per day, averaged on a monthly basis, is 15 barrels or less.

IN WITNESS WHEREOF, We have hereunto set our hand and seal this 31st day of February, 1986

MIDNIGHT OIL COMPANY

Hardy, Secretary

James T. Hays, President

CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

BEFORE ME, the undersigned, a Notary Public, in and for the County and State, on this 6th day of February, 1986, personally appeared James T. Hays, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therin set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires May 20, 1988

Notary Public

210586

OFFICIAL SEAL
FRANCES CONNELL
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My comm. expires MAY 20, 1988

RECORDED February 11 1986 8:00 AM
IN BOOK 76 Orig PAGE 333
FEES 7.75 Lois Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

333

MIDNIGHT OIL COMPANY

Held by Production
Sublette County, Wyoming

DATED: December 31, 1985

Exhibit A

ISSUE DATE	LEASE NUMBER	DESCRIPTION	GROSS ACRES	PERCENT	NET ACRES	COST
1-1-69	W-16423	T. 31 N., R. 115 W. Sec. 5: Lots 1,2,3,4,S½N½,S½ Sec. 9: N½N½,S½ND	878.16	1/8 of 1%	8.78	8.78
1-1-69	W-16428	T. 32 N., R. 115 W. Sec. 20: All Sec. 29: All	1,280.00	1/8 of 1%	6.40	6.40
1-1-69	W-16428-A	T. 32 N., R. 115 W. Sec. 17: All Sec. 32: Lots 1,2,3,4,N½,N½S½	1,265.45	1/8 of 1%	12.65	12.65
1-1-69	W-16429	T. 32 N., R. 115 W. Sec. 8: Lots 1,2,3,4,S½	513.98	1/8 of 1%	5.14	5.14
1-1-69	W-16438	T. 32 N., R. 115 W. Sec. 30: Lots 1,2,3,4,E½,E½W½ Sec. 31: Lots 1,2,3,4,5,6,7,NE, E½NW,NESW,N½SE (All) Sec. 19: Lots 3,4,E½SW,SE	1,358.50	1/8 of 1%	13.59	13.59
1-1-69	W-16439	T. 32 N., R. 115 W. Sec. 7: Lots 1,2,3,4,5,6,E½SW SE (All) Sec. 18: Lots 1,2,3,4,E½,E½W½ Sec. 19: Lots 1,2,NE,E½NW	1,261.66	1/8 of 1%	12.62	12.62

334

[redacted] [redacted] [redacted] 2429

RELEASE OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, Apache Corporation with an office at Suite 4900 One United Bank Center, 1700 Lincoln Street, Denver, Colorado 80203-4549, does hereby release, relinquish and surrender all of its right, title and interest in and to the following oil and gas leases covering lands situated in Sublette County, Wyoming, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Executed this 28th day of January, 1986.

APACHE CORPORATION

Patricia Foley ws

Patricia Foley
Attorney-in-Fact

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of January, 1986, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

Lynn Joan Gahan

Lynn Joan Gahan, Notary Public
1700 Lincoln Street, Suite 4900
Denver, Colorado 80203-4549

My Commission Expires:

3-3-86

LYNN JOAN GAHAN NOTARY PUBLIC STATE OF COLORADO

210619

RECORDED February 12 1986 8:00A M
IN BOOK 76 Oil & Gas 335
FEES $24.75 Carol J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

EXHIBIT " A "

PAGE ONE OF SEVEN

ATTACHED TO: RELEASE OF OIL AND GAS LEASES

BY: APACHE CORPORATION

DATED: JANUARY 28, 1986

STATE OF WYOMING

COUNTY OF SUBLETTE

PROSPECT BONDURANT

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
WY860 21145	Lester Pape & Son Ranches, Inc.	Apache Corporation	5-13-81	Township 35 North, Range 111 West, 6th PM Section 28: East 30 feet of the E½SW¼ Section 33: East 30 feet of the E½W½	61	533
21155-A	Philip Marincic, Jr., et ux	Apache Corporation	5-13-81 (3-13-82)	Township 34 North, Range 110 West, 6th PM Section 6: Lots 4,5,6,7 Township 34 North, Range 111 West, 6th PM Section 3: Lots 2,3,4, SW¼NE¼, S½NW¼, SW¼, W½SE¼	63	228
21155-B	Earl L. Babcock, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	123
21155-C	Alvin D. Davison, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	191
21155-D	Norman F. Pape, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	89
21155-E	Mary H. Pape	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	163

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EXHIBIT " A "

PAGE TWO OF SEVEN

ATTACHED TO: RELEASE OF OIL AND GAS LEASES

BY: APACHE CORPORATION

DATED: JANUARY 28, 1986

STATE OF WYOMING

COUNTY OF SUBLETTE

PROSPECT BONDURANT

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
WY860 21156-A	Philip Marincic, Jr., et ux	Apache Corporation	5-13-81 (3-13-82)	Township 34 North, Range 111 West, 6th PM Section 10: SW¼NE¼, NW¼, N½SW¼, NW¼SE¼ Township 35 North, Range 111 West, 6th PM Section 28: E½	63	248
21156-B	Earl L. Babcock, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	103
21156-C	Alvin D. Davison, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	199
21156-D	Norman F. Pape, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	81
21156-E	Mary H. Pape	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	179
21157-A	Philip Marincic, Jr., et ux	Apache Corporation	5-13-81 (3-13-82)	Township 35 North, Range 111 West, 6th PM Section 25: S½SW¼ Section 35: E½, E½W½, SW¼NW¼, NW¼SW¼	63	236
21157-B	Earl L. Babcock, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	107

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EXHIBIT " A "

PAGE THREE OF SEVEN

ATTACHED TO: RELEASE OF OIL AND GAS LEASES

BY: APACHE CORPORATION

DATED: JANAURY 28, 1986

STATE OF WYOMING

COUNTY OF SUBLETTE

PROSPECT BONDURANT

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
WY860 21157-C	Alvin D. Davison, et ux	Apache Corporation	5-13-81 (3-13-82)	Township 35 North, Range 111 West, 6th PM Section 25: S½SW¼ Section 35: E½, E½W½, SW¼NW¼, NW¼SW¼	63	195
21157-D	Mary H. Pape	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	171
21157-E	Norman F. Pape, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	69
21158-A	Philip Marincic, Jr., et ux	Apache Corporation	5-13-81 (3-13-82)	Township 34 North, Range 111 West, 6th PM Section 2: Lots 1,2, S½NE¼, N½SE¼ Township 35 North, Range 111 West, 6th PM Section 34: NW¼NW¼, N½NE¼, SE¼NE¼, NE¼SE¼	63	240
21158-B	Earl L. Babcock, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	115
21158-C	Alvin D. Davison, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	207
21158-D	Norman F. Pape, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	73

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EXHIBIT " A "

PAGE FOUR OF SEVEN

ATTACHED TO: RELEASE OF OIL AND GAS LEASES

BY: APACHE CORPORATION

DATED: JANUARY 28, 1986

STATE OF WYOMING

COUNTY OF SUBLETTE

PROSPECT BONDURANT

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
WY860 21158-E	Mary H. Pape	Apache Corporation	5-13-81 (3-13-82)	Township 34 North, Range 111 West, 6th PM Section 2: Lots 1,2, S½NE¼, N½SE¼ Township 35 North, Range 111 West, 6th PM Section 26: S½S½	63	183
21158-F	Philip Marincic, Jr., et ux	Apache Corporation	5-13-81 (3-13-82)	Township 35 North, Range 111 West, 6th PM Section 26: S½S½ Section 27: SW¼NW¼, S½NE¼, SE¼, W½SW¼	63	244
21158-G	Earl L. Babcock, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	111
21158-H	Alvin D. Davison, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	187
21158-I	Norman F. Pape, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	77
21158-J	Mary H. Pape	Apache Corporation	5-13-81 (3-13-82)	Township 35 North, Range 111 West, 6th PM Section 27: S½N½, S½ Section 34: N½NE¼, SE¼NE¼, NW¼, N½SW¼, NE¼SE¼	63	175

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EXHIBIT "A"

PAGE FIVE OF SEVEN

ATTACHED TO: RELEASE OF OIL AND GAS LEASES

BY: APACHE CORPORATION

DATED: JANUARY 28, 1986

STATE OF WYOMING

COUNTY OF SUBLETTE

PROSPECT BONDURANT & HOBACK

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
WY860 21167-A	Philip Marincic, Jr., et ux	Apache Corporation	5-13-81 (3-13-82)	Township 34 North, Range 111 West, 6th PM Section 1: Lots 1,2,3,4, S½N½, N½SW¼, SE¼SW¼, SE¼ Township 35 North, Range 110 West, 6th PM Section 31: Lots 3,4	63	232
21167-B	Norman F. Pape, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	85
21167-C	Earl L. Babcock, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	119
21167-D	Alvin D. Davison, et ux	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	203
21167-E	Mary H. Pape	Apache Corporation	5-13-81 (3-13-82)	(same description as above lease)	63	167
WY860/868 21168	Fear Ranches, Incorporated	Apache Corporation	4-06-81	Township 35 North, Range 111 West, 6th PM Section 5: SW¼NW¼, SW¼ Section 6: Lots 1,2,3,4, S½NE¼, SE¼NW¼, NE¼SE¼ Township 36 North, Range 111 West, 6th PM Section 31: Lot 4, SE¼SW¼, SW¼SE¼	61	198

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EXHIBIT " A "

PAGE SIX OF SEVEN

ATTACHED TO: RELEASE OF OIL AND GAS LEASES

BY: APACHE CORPORATION

DATED: JANUARY 28, 1986

STATE OF WYOMING

COUNTY OF SUBLETTE

PROSPECT BONDURANT & HOBACK

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
WY860/868 21169-A	Fear Ranches, Incorporated	Apache Corporation	4-06-81	Township 35 North, Range 111 West, 6th PM Section 17: SW¼, SW¼NW¼ Section 19: NE¼NE¼ Section 20: N½NW¼, SW¼NW¼, N½SW¼, SE¼SW¼ Township 35 North, Range 112 West, 6th PM Section 1: W½SW¼ Section 11: SE¼SE¼	61	195
WY860 21170	Fear Ranches, Incorporated	Apache Corporation	4-06-81	Township 35 North, Range 111 West, 6th PM Section 7: Lots 3,4, E½SW¼, W½SE¼, SE¼SE¼ Section 18: Lots 1,2, E½NW¼, NE¼, N½SE¼, SE¼SE¼	61	203
21171	Fear Ranches, Incorporated	Apache Corporation	4-15-81	Township 35 North, Range 112 West, 6th PM Section 12: SE¼SW¼, E½SE¼, SW¼SE¼ Section 14: N½NE¼, SE¼NE¼	61	214
21172	Fear Ranches, Incorporated	Apache Corporation	4-15-81	Township 35 North, Range 112 West, 6th PM Section 13: NE¼, E½NW¼, W½NW¼, NE¼SW¼, NW¼SW¼, N½SE¼	61	211
21173	Fear Ranches, Incorporated	Apache Corporation	4-06-81	Township 35 North, Range 112 West, 6th PM Section 2: Lots 3,4, S½N½, S½ Section 12: W½NW¼, N½SW¼, SW¼SW¼	61	206

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EXHIBIT " A "

PAGE SEVEN OF SEVEN

ATTACHED TO: RELEASE OF OIL AND GAS LEASES

BY: APACHE CORPORATION

DATED: JANUARY 28, 1986

STATE OF WYOMING

COUNTY OF SUBLETTE

PROSPECT BONDURANT & HORACK

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	BOOK	PAGE
WY860/868 21279	Grace E. Sulenta	Apache Corporation	11-13-81	Township 35 North, Range 112 West, 6th PM Section 1: Lot 4, S½NW¼ Section 2: Lot 1	64	295

342

[redacted] [redacted] [redacted] WY86[illegible]2135

6

RELEASE OF OIL AND GAS LEASE

310 REV.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated April 6, 1981

executed by Melvin L. McLoughlin and Betty Lou McLoughlin, his wife

covering the following real estate in Sublette County, State of Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

210620

RECORDED February 2 1986 8:47 A.M.
IN BOOK 76 Of Deeds 343
Fee $6.00 Sandy Yake
County Clerk
by Dorothy McClure

and recorded in book 61 at page 469 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 27th day of January 1986

APACHE CORPORATION

By Patricia Foley
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that he executed the same as free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of January, 1986, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires: [illegible]86

Lynn Joan Gahan
Lynn Joan Gahan, Notary Public
1700 Lincoln Street, Suite 4900
Denver, Colorado 80203-4549

343

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF an Oil and Gas Lease dated April 6, 1981, by and between Melvin L. McLoughlin and Betty Lou McLoughlin, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6th P.M.

Section 29: A tract of land located in the NE¼SW¼ and the NW¼SE¼ of Section 29, being more particularly described as follows: Beginning at a point on the north line of the S½ of Section 29, South 89 degrees 45 minutes 43 seconds West, 2056.39 feet from the east one-quarter of Section 29; thence continuing South 89 degrees 45 minutes 43 seconds West, a distance of 1432.52 feet to a point; thence South 89 degrees 57 minutes 44 seconds West, a distance of 119.84 feet; thence South 03 degrees 12 minutes 24 seconds East, a distance of 113.12 feet; thence South 13 degrees 46 minutes 44 seconds East, a distance of 199.87 feet to a point; thence South 28 degrees 29 minutes 27 seconds East, a distance of 340.25 feet; thence South 41 degrees 07 minutes 36 seconds East, a distance of 448.51 feet; thence South 71 degrees 34 minutes 01 seconds East, a distance of 1074.74 feet to a point; thence North 00 degrees 55 minutes 15 seconds East, a distance of 1290.02 feet to the point of beginning.

Signed for Identification:

X Melvin McLoughlin
Melvin L. McLoughlin

X Betty Lou McLoughlin
Betty Lou McLoughlin

184602

RECORDED May 12 1981 8:00 A.M.
IN BOOK 61 Ord PAGE 469
FEES $ 6.00 Lena J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEwen

[redacted] [redacted] [redacted]

RELEASE OF OIL AND GAS LEASE

310 REV.

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated April 6, 1981
executed by Melvin L. McLoughlin and Betty Lou McLoughlin, his wife
covering the following real estate in Sublette County, State of Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

210621

FILED February 12, 1986 8:00 A.M.
IN BOOK T6 Oil & Gas PAGE 345
FEES $6.00 Lana J. Gale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

and recorded in book 61 at page 472 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 27th day of January 1986

APACHE CORPORATION

By Patricia Foley cts
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of January, 1986, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires: 4-03-86

Lynn Joan Gahan
Lynn Joan Gahan, Notary Public
1700 Lincoln Street, Suite 4900
Denver, Colorado 80203-4549

345

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF [illegible]fication and Rental Division Order, dated April 6, 1981, by and between Berlin L. McLoughlin and Betty Lou McLoughlin, his wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 35 NORTH, RANGE 111 WEST, 6TH P. M.

Section 28: $SW\frac{1}{4}$ less and except the east 30 feet of the $E\frac{1}{2}SW\frac{1}{4}$

Section 29: $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, less and except that tract of land located in the $NE\frac{1}{4}SW\frac{1}{4}$ and the $NW\frac{1}{4}SE\frac{1}{4}$ of Section 29, being more particularly described as follows: Beginning at a point on the north line of the $S\frac{1}{2}$ of Section 29, South 89 degrees 45 minutes 43 seconds West, 2056.39 feet from the east one-quarter of Section 29; thence continuing South 89 degrees 45 minutes 43 seconds West, a distance of 1432.52 feet to a point; thence South 89 degrees 57 minutes 44 seconds West, a distance of 119.84 feet; thence South 03 degrees 12 minutes 24 seconds East, a distance of 113.12 feet; thence South 13 degrees 46 minutes 44 seconds East, a distance of 199.87 feet to a point; thence South 28 degrees 29 minutes 27 seconds East, a distance of 340.25 feet; thence South 41 degrees 07 minutes 36 seconds East, a distance of 448.51 feet; thence South 71 degrees 34 minutes 01 seconds East, a distance of 1074.74 feet to a point; thence North 00 degrees 55 minutes 15 seconds East, a distance of 1290.02 feet to the point of beginning.

Section 32: $NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$

Section 33: $W\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}$, less and except the east 30 feet of the $E\frac{1}{2}W\frac{1}{2}$

[redacted] [redacted]

Betty Lou McLoughlin [redacted]

WY860-21159-T 6

RELEASE OF OIL AND GAS LEASE

310 REV.

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated July 10, 1981
executed by Cecil Swanda and Lutie Mae Swanda, husband and wife
covering the following real estate in Sublette County, State of Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

210622

RECORDED February 12 1986 8:00 A.M.
IN BOOK 76 Oil & Gas PAGE 347
FEES $ 6.00 Laura J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stone

and recorded in book 62 at page 129 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 27th day of January 1986

APACHE CORPORATION

By Patricia Foley ws
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____,

to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____day of_____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of January, 1986, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires:
01-03-86

Lynn Joan Gahan
Lynn Joan Gahan, Notary Public
1700 Lincoln Street, Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A", attached to and made a part of an Oil and Gas Lease dated July 8, 1981, by and between Cecil Swanda and Lutie Mae Swanda, husband and wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

RECORDING REQUESTED BY:
APACHE CORPORATION
ONE UNITED BANK BUILDING
700 LINCOLN ST., SUITE 1500

Township 33 North, Range 111 West, 6th P.M.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1, bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S 89°57' W, 7chains 22 links, thence S 14°26' W, 8 chains, 4 links thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45'E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to place of beginning, and containing 10.36 acres, more or less.

Signed for Identification

Cecil Swanda
Cecil Swanda

Lutie Mae Swanda
Lutie Mae Swanda

[redacted] [redacted] [redacted] WY800-21159-S

RELEASE OF OIL AND GAS LEASE

310 REV.

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated July 10 1981
executed by Antone M. Swanda and Edith F. Swanda, husband and wife
covering the following real estate in Sublette County, State of Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

210623

RECORDED February 12 1986 8:00 A M
No. 0 of
Book 349 PAGE
Sue Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

and recorded in book 62 at page 132 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 27th day of January 1986

APACHE CORPORATION

By Patricia Foley WJ
Patricia Foley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____,

to me personally known, and known to me to be the same person described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that he executed the same as free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19_____.

_____
Notary Public

My Commission Expires: _____

Residing at _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of January, 1986, by Patricia Foley, Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

My Commission Expires: 2-6-86

Lynn Joan Gahan
Lynn Joan Gahan, Notary Public
1700 Lincoln Street, Suite 4900
Denver, Colorado 80203-4549

EXHIBIT "A" attached to and made a part of an Oil and Gas Lease dated July 8, 1981, by and between Antone M. Swanda and Edith F. Swanda, husband and wife, as LESSOR, and APACHE CORPORATION, as LESSEE.

TOWNSHIP 33 NORTH, RANGE 111 WESR, 6TH P.M.

Section 2: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, but excepting and excluding from the described Lands: Commencing at the Southeast corner of the $SW\frac{1}{4}$ of said Section 2 and running thence North 48°19' West a distance of 1093 feet to a point, which said point is the initial point of the land herein described and running thence from said initial point North 9°10' West a distance of 200 feet; thence South 75° West a distance of 200 feet; thence North 61°24' West a distance of 547 feet; thence South 37° West a distance of 260 feet; thence due South a distance of 215 feet; thence South 81°15' East a distance of 220 feet; thence South 3°15' West a distance of 220 feet; thence South 50° West a distance of 220 feet; thence North 34°40' East a distance of 230 feet; thence North 54°30' East a distance of 500 feet; thence North 62°40' East a distance of 213 feet to the said initial point, the place of beginning, containing a sum of 8.36 acres (total), of which 4.38 acres of the above described tract of land are in $SW\frac{1}{4}SW\frac{1}{4}$ and of which 3.98 acres are in the $SE\frac{1}{4}SW\frac{1}{4}$, and less a tract of land which lies in the $NW\frac{1}{4}$, containing 2.00 acres more or less, in the $SW\frac{1}{4}NW\frac{1}{4}$, described as follows: Beginning at a point which lies South 32°38' East a distance of 1691.34 feet from the Northwest corner of said Section 2; thence South 89°56'00 West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189; thence South 00° 04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189; thence North 89°56'00" East a distance of 210 feet to a point; thence North 00°04°00" West, a distance of 414.86 feet to the point of beginning.

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6TH P.M.

Section 3: Lot 1 (40.10), less and except a fractional part of Lot 1 bounded as follows, beginning at the corner common to sections 2, 3, 34, and 35, Township 33 and 34 North, Range 111 West, 6th P.M., thence S. 89°57' W, 7 chains 22 links, thence S 14°26' W, 8 chains, 4 links, thence S 28°54' E, 4 chains 21 links, thence S 67°02' E, 4 chains 47 links, thence S 86°45' E 3 chains 9 links, thence N 00°03' W, 13 chains 40 links, to a place of beginning, and containing 10.36 acres, more or less.

Section 3: Lot 2 (40.13), $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

TOWNSHIP 34 NORTH, RANGE 111 WEST, 6TH P.M.

Section 34: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$

Section 35: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, but excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35, described as follows: Beginning at a point on the west right-of-way line of State Highway 189, N.00°-04' W, 783.4 feet from the intersection of the said right-of-way line and the south line of said Section 35 and N 58°-12'E, 1486.0 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence continuing N. 00°-04' W, 500.00 feet along the said right-of-way line to a point; thence S 89°56' W, 350.00 feet at right angles to the said right-of-way line to a point; thence S 00°-04' E, 500.00 feet parallel to the said right-of-way line to a point; thence N 89° -56' E, 350.0 feet at right angles to the said right-of-way line to the point of beginning, containing 4.017 acres more or less.

Also, excluding and excepting from the above described lands: That part of the $SW\frac{1}{4}SW\frac{1}{4}$, described as follows: Beginning at the intersection of the south line of the said $SW\frac{1}{4}SW\frac{1}{4}$ and the west right-of-way line of State Highway 189, S 89°-59' E, 1263.88 feet from the southwest corner of said Section 35 where found a quartzite stone 5"x4"x8" marked // on E, //// on W, thence N 00°-04' W, 783.4 feet along the said west right-of-way line to a point; thence S 89°-56 W, 350.0 feet at right angles to the said right-of-way line to point; thence continuing S 89°-56' W, 235.2 feet to a point; thence S 00°-30' E, 718.4 feet along the west side of an existing panel board fence to a point; thence continuing S 00°-30' E, 64.1 f[redacted]re or less, to an intersection with the said south line; t[redacted] 89°-59' E, 579.4 feet, m[redacted]ss,

(continued)

to the intersection of beginning, containing 10.467 acres, more or less.

Also, excluding and excepting from the above described lands: A certain tract of land being bounded and described particularly as follows: Beginning at a point which bears west 75 feet from the Southeast corner of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 35; running thence West for a distance of 320 feet to a point, thence running North a distance of 85 feet to a point, thence running East a distance of 320 feet to a point, thence running South a distance of 85 feet to the point of beginnig, and containing 0.624 acres, more or less.

Also, excluding and excepting from the above described lands: A portion of the $NW\frac{1}{4}SW\frac{1}{4}$, more particularly describe as follows: Beginning at a point located N $34^{o}44'$ E a distance of 2324.2 feet from the Southwest Corner of Section 35, above described; thence N $88^{o}08'$ W a distance of 600.00 feet to a point; thence N $01^{o}52'$ E a distance of 303.4 feet to a point; thence S $83^{o}31.5'$ E a distance of 601.9 feet to a point; thence S $01^{o}52'$ W, a distance of 250.0 feet to the point of the beginning; containing an area of 3.84 acres, more or less.

Signed for Identification

Antone M. Swanda

Edith F. Swanda

352

Recording requested by and

when recorded return to:

210627

American Hunter Exploration Ltd.

700, 435 - Fourth Avenue S.W.

Calgary, Alberta, CANADA T2P 3A8

RECORDED February 13 1986 8:00AM
IN BOOK 76 Or-B PAGE 352
FEES $12.25 Lacey Yake COUNTY CLERK
CAMPBELL COUNTY, GILLETTE, WYOMING
by Dorothy McClure

(Space Above For Recorder's Use Only)

RELEASE

KNOW ALL MEN BY THESE PRESENTS, THAT:

The undersigned hereby releases, surrenders, and forever quit claims unto the Lessors named therein and their successors in interest any and all rights whatsoever acquired or held under those Oil, Gas and Mineral Leases noted on the Exhibit "A", attached hereto and by this reference made a part hereof.

Executed this 6 day of January, 1986.

AMERICAN HUNTER EXPLORATION LTD.

James E. Chaput

James E. Chaput, Vice President, Land

EXHIBIT "A"

OUR FILE NUMBER	LEASE DATE	RECORDING DATA BOOK	PAGE	COUNTY & STATE	LESSOR NAME	GROSS ACREAGE	NET ACREAGE
Pinedale 1396	Dec. 4/81	61	242	Sublette, WY	Richard R. Noble and Helen Louise Noble, husband and wife	1097.4	1097.4
Bridger 1294	Mar. 10/81	61	237	Sublette, WY	Ralph E. Conwell, a widower	906.67	453.335
Pinedale 962	Mar. 6/81	61	69	Sublette, WY	Ted L. Steele, a single man	120.0	30.0
Pinedale 1290	Mar. 8/81	61	102	Sublette, WY	Kenneth Perry Jr., a married man dealing on his sole and separate property	1112.0	486.0
Pinedale 1292	Mar. 9/81	61	162	Sublette, WY	Circle Nine Ranch, Inc., a Wyoming Corporation	160.0	40.0
Pinedale 1355	Mar. 17/81	61	239	Sublette, WY	Glade J. Wasden, a married man dealing with his sole and separate property Rex J. Wasden, a married man dealing with his sole and separate property		
Pinedale 1358	Mar. 1/81	61	129	Sublette, WY	James M. Gamble, a single man, and Mathilde Gamble, a single woman	80.0	40.0

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PROVINCE OF ALBERTA)
)
CANADA)

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared JAMES E. CHAPUT, known to me to be the person whose name is subscribed to the foregoing instrument, as VICE PRESIDENT - LAND of AMERICAN HUNTER EXPLORATION LTD., a Delaware corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of January, 1986.

Notary Public in and for the
Province of Alberta, Canada

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-77640

Lease effective date 6-1-82

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: Amoco Production Company

Mail to:

Address (include zip code): P. O. Box 800
Denver, Colorado 80201

1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming Township 35 North, Range 115 West Section 10: N½, N½S½, SE¼SW¼, S½SE¼ 600 acres more or less	SAME LAND DESCRIPTION AS ITEM 2

210650

RECORDED February 14 1986 11:00 A M
IN BOOK 76 Misc PAGE 355
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	0
5. Specify overriding royalty being reserved by assignor	0
6. Specify overriding royalty previously reserved or conveyed, if any	0

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of October, 19 85

James M Dawson
(Assignor's Signature)

800 First National Bank Bldg.
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1985

By _____ ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION
(Title)

JAN 31 1986
(Date)

355

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord-

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT*

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

AMOCO PRODUCTION COMPANY

Executed this 11th day of October, 1985

(Assignee's Signature)

By Attorney-in-Fact

P. O. Box 800
(Assignee's Address)

Denver, Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by [redacted], as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 11th day of October, 1985.

WITNESS my hand and official seal.

My commission expires:
January 8, 1989

Notary Public

Amoco Building
Box 800
Denver, CO 80201

When Recorded Return to:
Amoco Production Co.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-76447

Lease effective date October 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Amoco Production Compa ny

Mail to:

Address (include zip code)

P. O. Box 800
Denver, Colorado 80201

1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming Township 35 North, Range 115 West Section 15: ON½, N½SW¼, SE¼SW¼, SE¼ Containing 600 acres more or less	SAME LAND DESCRIPTION AS ITEM 2 210651

RECORDED February 14 1986 11:00 AM
IN BOOK 76 Oil & G PAGE 357
FEES $6.00 Lois J. Yeke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Wilson

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	0
5. Specify overriding royalty being reserved by assignor	0
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of October, 1985

James M Dawson
(Assignor's Signature)

800 First National Bank Bldg
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1985

By _____ ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION JAN 31 1986
(Title) (Date)

357

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord-

358

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States, or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

AMOCO PRODUCTION COMPANY

Executed this 11th day of October, 1985

Claud Kelly
(Assignee's Signature)
Its Attorney-in-Fact

P. O. Box 800
(Assignee's Address)

Denver, Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Kelly, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 11th day of October, 1985.

WITNESS my hand and official seal.

Gail M Jefferson
Notary Public

My commission expires:
January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations of prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3100-11*
(March 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0008
Expires January 31, 1986

Serial No.
W-95120

BUREAU OF LAND MANAGEMENT
1985 JUL 18 PM 12

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned (reverse) offers to lease all or any of the lands in item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 OP. Atty. Gen. 41), or the

Read Instructions Before Completing

1. Name DONALD L. BERKLEY

Street 1220 EAST 19th ST.

City, State, Zip Code CHEYENNE, WY 82001-4824

2. This offer/lease is for: (Check Only One) ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested:

T. R. Meridian State County

210666

RECORDED February 18 1986 2:00 PM
IN BOOK 76 Misc PAGE 359
FEES $6.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

T. 29 N., R. 112 W., Sublette County, 6th PM, WY
Sec 14, S½NE¼, NE¼NW¼;
22, N½N½, SE¼NW¼.

Total acres in lease 320.00
Rental retained $ 320.00

In accordance with the above offer, or the previously submitted simultaneous oil and gas lease application or competitive bid, this lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except helium) in the lands described in item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

Type and primary term of lease:

☒ Simultaneous noncompetitive lease (ten years)

☐ Regular noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by ANDREW L. TARSHIS
(Signing Officer)

Chief, Oil and Gas Section OCT 8 1985
(Title) (Date)

EFFECTIVE DATE OF LEASE NOV 1 1985

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

666507

EOR LESSEE

359

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in either public domain or acquired lands do not exceed 200,000 acres in oil and gas options or 246,080 acres in options and leases in the same State, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; and (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or part, unless the withdrawal is received by the BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 18th day of July, 1985 Donald L. Berkley
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals - Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Simultaneous noncompetitive lease, $1.00 for the first 5 years, thereafter, $3.00;
(b) Regular noncompetitive lease, $1.00;
(c) Competitive lease, $2.00; or
(d) Other, see attachment.

If all or part of a noncompetitive leasehold is determined to be within a known geological structure of a favorable petroleum geological province, annual rental shall become $2.00, beginning with the lease year following notice of such determination. However, a lease that would otherwise be subject to rental of more than $2.00 shall continue to be subject to the higher rental.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), (c), or (d) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties - Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Simultaneous noncompetitive lease, 12½%;
(b) Regular noncompetitive lease, 12½%;
(c) Competitive lease, see attachment; or
(d) Other, see attachment.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty shall be due for any lease year after discovery in which royalty payments aggregate less than $1.00 per acre. Lessee shall pay such difference at end of lease year. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (96 Stat. 2447). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds - Lessee shall file and maintain any bond required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage - Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection - Lessee shall file with proper office of lessor, not later than 30 days after effective date hereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations - Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-ways. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short-term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations - To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium - Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and to means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract or sale of gas the provisions of this section.

Sec. 9. Damages to property - Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity - Lessee shall, pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practice; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease - As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises - At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor, and within a reasonable period of time, remove equipment and improvements not required for operation of producible wells.

Sec. 13. Proceedings in case of default - If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation. Lessee shall also be subject to applicable provisions and penalties of FOGRMA (96 Stat. 2461). However, if this lease includes land known to contain valuable deposits of leased resources, it may be canceled only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

Sec. 14. Heirs and successors-in-interest - Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-95120

Lease effective date
November 1, 1985

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Springfield Oil Company

Address *(include zip code)*

110-16th Street, Suite 550, Denver, Colorado 80202

The undersigned, as owner of 100% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T.29N, R. 112W, Sublette County, 6th PM, WY Sec. 14: S½NE¼,NE¼NW¼; Sec. 22: N½N½,SE¼NW¼; Containing 320.00 ac.	210667

RECORDED February 18 1986 2:00 P.M.
IN BOOK 11a D&C PAGE 361
FEES $6.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	5%
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 2nd day of January, 1986.

XX Donald L. Berkley — 1220 East 19th Street
(Assignor's Signature) (Assignor's Address)

Donald L. Berkley
SS#: 520-18-7396

Cheyenne Wyoming 82001-4824
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

361 (Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

11527

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 7th day of January , 19 86 .

Springfield Oil Company

Richard E. Martin

(Assignee's Signature)

110-16th Street, Suite 550

(Assignee's Address)

Richard E. Martin, President

ATTEST BY: Mary C. Sellers

Mary C. Sellers, Secretary

Denver, Colorado 80202

(City) (State) (Zip Code)

When Recorded
Return to:
ARCO Production Co.
P.O. Box 800
Denver, Colorado 80201
Attn: Land Data

STATE OF Wyoming

COUNTY OF Laramie

ss. ACKNOWLEDGMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 2nd day of January, 19 86, personally appeared Donald L. Berkley and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 1-2-88

Notary Public

STATE OF Colorado

Corporate Acknowledgment

Denver

On this 7th day of January 19 86, before me the undersigned, a Notary Public in and for said county, personally came Richard E. Martin President of the Springfield Oil Company to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said president and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at 7:00 a.m. in said county the day and year last above written.

My Commission Expires August 8, 1988
550 Petroleum Bldg.
Denver, Colorado 80202

My Commission expires

Notary Public

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-95120

Lease effective date
November 1, 1985

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Amoco Production Company

Address (include zip code)

P.O. Box 800, Denver, Colorado 80202

The undersigned, as owner of 100% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

T.29N,R.112W, Sublette County, 6th PM,WY
Section 14: S½NE¼,NE¼NW¼;
Section 22: N½N½,SE¼NW¼;

Containing 320.00 ac.

Assignment approved as to lands described below

210668

RECORDED February 18 1986 2:00 P.M.
IN BOOK 76 Oil & Gas PAGE 363
FEES $6.00 Lois J. Gale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Kline

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7th day of January, 19 86.

Sohio Petroleum Company

BY [signature]
(Assignor's Signature)

Richard E. Martin, President

ATTEST BY: [signature]
Mary C. Sellers, Secretary

110-16th Street, Suite 550
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

363 _____ (Title) _____ (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 29th day of January, 1986.

AMOCO PRODUCTION COMPANY

W. S. Davis

(Assignee's Signature)

Its Attorney-In-Fact

P. O. Box 800

(Assignee's Address)

Denver, Colorado 80201

STATE OF Colorado

COUNTY OF Denver

On this 7th day of January 19 86, before me the undersigned, a Notary Public in and for said county, personally came Richard E. Martin President of the Springfield Oil Company to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said president and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at 7:00 a.m. in said county the day and year last above written.

My Commission expires

My Commission Expires August 9, 1988
550 Petroleum Bldg.
Denver, Colorado 80202

Nancy Lou Erdman
Notary Public

Corporate Acknowledgment

WYOMING

When Recorded
Return to:
Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Data

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by W. S. Davis, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 29th day of January, 1986.

WITNESS my hand and official seal.

My commission expires:

8-6-88

Notary Public

Amoco Building
Box 800
Denver, CO 80201

Form 3106-5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-52811

Lease effective date
December 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

HOWELL PETROLEUM CORPORATION

Address *(include zip code)*

1010 Lamar, Suite 1800
Houston, TX 77002

The undersigned, as owner of 12.50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M. Sec. 22: NW/4 160.00 acres, more or less Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2
Subject to Reassignment Rider on Assignment of 1/28/76 from A. Lansdale to L. A. Idler.	210669

RECORDED February 18 1986 2:00 P M
IN BOOK 76 Misc PAGE 365
FEES $ 6.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Bruce

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	7.34%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 1985.

PETRO-SEARCH, INC.

(Assignor's Signature)
Paul Gunthouser, President

ATTEST
Joe A. Saikeld, Assistant Secretary

1010 Lamar, Suite 1800
(Assignor's Address)
Houston, TX 77002
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1985

By Judith A. Dolfatti
(Authorized Officer)

for CHIEF, LEASING SECTION
(Title)

FEB 05 1986
(Date)

365

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

107-00

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of: August, 19 85.

HOWELL PETROLEUM CORPORATION

Paul Funkhouser

(Assignee's Signature)

Paul Funkhouser, President

Michael R. Drake

Michael R. Drake, Assistant Secretary

1010 Lamar, Suite 1800

(Assignee's Address)

Houston, TX 77002

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF TEXAS §

§

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Petro-Search, Inc., this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public, State of Texas
My Commission Expires April 22, 1986
Bonded by the Lewis Agency, Lawyers Surety Corp.

Rosalie G. Montoya

Notary Public in and for the
State of Texas

STATE OF TEXAS §

§

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Howell Petroleum Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public, State of Texas
My Commission Expires April 22, 1986
Bonded by the Lewis Agency, Lawyers Surety Corp.

Rosalie G. Montoya

Notary Public in and for the
State of Texas

[redacted] [redacted] [redacted]

RECORDING RETURN
[redacted]
n Oil
ox 99005
Texas 79999

WY-[redacted]05

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE, is from NORTHWEST EXPLORATION COMPANY and WILLIAMS EXPLORATION COMPANY, successor by merger to Northwest Production Corporation, P.O. Box 4664, Houston, Texas 77210 ("Assignor"), to MERIDIAN OIL PRODUCTION INC., P.O. Box 1855, Billings, Montana, 59103 ("Assignee").

FOR TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the following (all of which are herein called the "Interests"):

1. All of Assignor's right, title and interest in and to those certain oil and gas leases described in Exhibit "A" attached hereto and made a part hereof, insofar as the leases cover and relate to the land described in Exhibit "A" (herein called the "Land"), together with identical undivided interests in and to all the property and rights incident thereto, including all rights in, to and under all agreements, leases, permits, easements, licenses and orders in any way relating thereto; and

2. Assignor's undivided interests in and to all of the wells, personal property, fixtures, equipment and improvements now thereon, appurtenant thereto or used or obtained in connection therewith or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging; and

3. All other estates, interests, rights and privileges owned by Assignor in and to the Land.

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns, forever, subject to the following conditions:

1. Assignor, for itself and its successors and assigns, represents, warrants and agrees to forever defend the title of Assignee and its successors and assigns to the Interests against any and all persons claiming or attempting to claim the whole or any part of the Interests, by, through and under Assignor, but not otherwise.

2. This Assignment, Bill of Sale and Conveyance is made subject to all burdens, encumbrances, contracts and agreements affecting the Interests.

21670

RECORDED February 18 1986 4:00 P M
IN BOOK 76 O & G PAGE 367
FEES $ 30.75 Lois J. Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Shive

367

3. This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. Separate assignments of record title or operating rights to the Interests shall be executed by Assignor and Assignee on approved governmental forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein. Assignor and Assignee shall execute such forms as may be necessary to obtain consent or approval for the transfer of governmental leases. Assignee thereafter shall proceed with due diligence in securing any required consent or approval of governmental agencies to the assignments and, until such consent or approval is given, Assignee shall indemnify and hold Assignor harmless from any liability imposed on it for remaining the record owner of an irterest in the governmental leases after December 1, 1985, at 7:00 A.M. local time where the Interests are located.

5. To the extent the Interests conveyed hereby constitute personal property or fixtures, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, and (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

EXECUTED on December 9th, 1985.

ASSIGNOR

WILLIAMS EXPLORATION COMPANY

BY _____
EARL M. MORRIS
Assistant Secretary

BY _____
JAMES A. SWAGERTY
Vice President

NORTHWEST EXPLORATION COMPANY

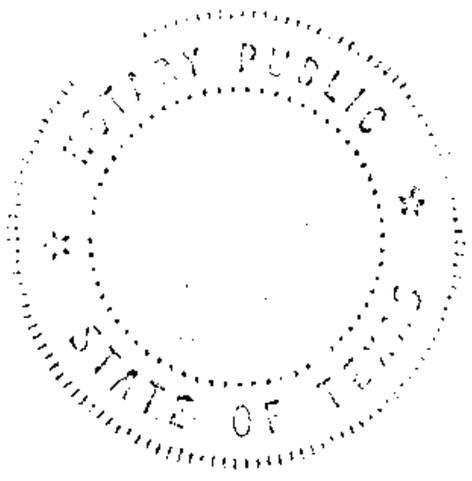
BY _____
EARL M. MORRIS
Assistant Secretary

BY _____
JAMES A. SWAGERTY
Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by James A. Swagerty, the Vice President of Williams Exploration Company and Northwest Exploration Company, this 9th day of December, 1985.

Witness my hand and official seal.



Jeanette W. Herring
Notary Public in and for said
County and State

JEANETTE W. HERRING
Notary Public, State of Texas
My Commission Expires 12-7-89

Notary's Name Printed

My Commission Expires: _____

EXHIBIT "A"

Attached to and made a part of that certain
Assignment, Bill of Sale and Conveyance
Executed on December 9th, 1985 by
Williams Exploration Company (Assignor) and
Meridian Oil Production Inc. (Assignee)

Tract No. 1

Lessor: U.S.A.
Serial No. E-026025

Township 31 North, Range 109 West
Section 15: Lots 7, 8, E/2SW/4, SE/4
Section 22: NW/4, E/2
Section 23: W/2
Section 26: All
Section 27: E/2NE/4
Section 35: N/2NE/4
Containing 1,897.34 acres

Tract No. 2

Lessor: U.S.A.
Serial No. E-026026

Township 31 North, Range 109 West
Section 15: All of the bed of the New Fork River between mean high water and medial lines thereof in front of and appurtenant to Lots 7 and 8 of Section 15.
Containing 14.53 acres

Tract No. 3

Lessor: U.S.A.
Serial No. W-06269

Township 31 North, Range 109 West
Section 35: W/2, S/2NE/4
Containing 400.00 acres

Tract No. 4

Lessor: U.S.A.
Serial No. W-06270

Township 31 North, Range 109 West
Section 9: S/2SE/4
Section 10: W/2
Containing 400.00 acres

Tract No. 5

Lessor: U.S.A.
Serial No. W-06271

Township 31 North, Range 109 West
Section 4: Lots 1, 2, S/2NE/4, SE/4
Section 9: NE/4, N/2SE/4
Section 21: Lots 2, 3, 6, W/2NW/4, E/2SE/4, SW/4SE/4
Section 22: SW/4
Section 27: W/2NE/4, NW/4, S/2
Section 34: N/2, SE/4, E/2SW/4
Containing 2,125.70 acres

Tract No. 6

Lessor: U.S.A.
Serial No. W-06282

Township 30 North, Range 109 West
Section 11: NE/4, N/2NW/4
Section 12: N/2
Containing 560.00 acres

Tract No. 7

Lessor: U.S.A.
Serial No. W-06283

Township 30 North, Range 108 West
Section 6: Lots 3, 4, 5, 6, 7, E/2SW/4, SE/4NW/4
Section 7: Lots 1, 2, E/2NW/4
Containing 377.86 acres

Tract No. 8

Lessor: U.S.A.
Serial No. W-06285

Township 30 North, Range 109 West
Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2

Township 31 North, Range 109 West
Section 28: NE/4, N/2SE/4, SE/4SE/4
Section 35: SE/4

Containing 1,720.80 acres

Tract No. 9

Lessor: U.S.A.
Serial No. W-06286

Township 32 North, Range 109 West
Section 28: NE/4
Containing 160.00 acres

Tract No. 10

Lessor: U.S.A.
Serial No. W-06933

Township 30 North, Range 108 West
Section 7: NE/4
Containing 160.00 acres

Tract No. 11

Lessor: U.S.A.
Serial No. W-06934

Township 30 North, Range 109 West
Section 11: SE/4
Section 12: S/2

Township 30 North, Range 108 West
Section 7: Lots 3, 4, E/2SW/4, SE/4
Section 6: SE¼

Containing 928.10 acres

Tract No. 12

Lessor: U.S.A.
Serial No. W-015314

Township 30 North, Range 108 West
Section 8: S/2
Section 17: N/2
Section 22: NE/4
Section 23: NW/4
Containing 960.00 acres

Tract No. 13

Lessor: U.S.A.
Serial No. W-73883

Township 32 North, Range 109 West
Section 29: W/2
Containing 320.00 acres

Tract No. 14

Lessor: U.S.A.
Serial No. W-015318

Township 31 North, Range 109 West
Section 4: Lots 3, 4, S/2NW/4, SW/4
Section 5: Lot 1, S/2NE/4, SE/4
Section 9: W/2

Township 32 North, Range 109 West
Section 28: W/2
Section 29: E/2
Section 32: All
Section 33: W/2

Containing 2,518.42 acres

Tract No. 15

Lessor: U.S.A.
Serial No. W-015525

Township 31 North, Range 109 West
Section 8: NE/4NW/4, S/2NW/4
Containing 120.00 acres

Tract No. 16

Lessor: U.S.A.
Serial No. W-016155

Township 30 North, Range 107 West
Section 30: Lots 2, 3
Containing 80.68 acres

Tract No. 17

Lessor: U.S.A.
Serial No. W-016158

Township 30 North, Range 108 West
Section 25: All
Section 26: All
Section 34: NE/4, N/2SE/4, N/2NW/4
Section 35: N/2, N/2 /2, S/2SE/4
Containing 2,320.00 acres

Tract No. 18

Lessor: U.S.A.
Serial No. W-016160

Township 30 North, Range 108 West
Section 17: SW/4, N/2SE/4, SW/4SE/4
Section 18: Lots 1, 2, 3, 4, SE/4NE/4, W/2E/2, E/2W/2, E/2SE/4
Section 20: All
Section 21: W/2W/2
Containing 1,619.80 acres

Tract No. 19

Lessor: U.S.A.
Serial No. W-016161

Township 30 North, Range 108 West
Section 24: All
Containing 640.00 acres

Tract No. 20

Lessor: U.S.A.
Serial No. W-016162

Township 30 North, Range 108 West
Section 27: E/2, E/2W/2
Containing 480.00 acres

Tract No. 21

Lessor: U.S.A.
Serial No. W-016163

Township 30 North, Range 108 West
Section 21: E/2W/2, E/2
Section 22: SE/4, W/2SW/4, SE/4SW/4
Section 23: S/2, E/2NE/4, NW/4NE/4
Section 27: W/2W/2
Section 28: All
Section 33: N/2NE/4, NE/4NW/4
Containing 2,120.00 acres

Tract No. 22

Lessor: U.S.A.
Serial No. W-73884

Township 31 North, Range 109 West
Section 6: Lots 1, 2, 3

Township 32 North, Range 109 West
Section 30: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, E/2
Section 31: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, E/2

Containing 1,544.80 acres

Tract No. 23

Lessor: U.S.A.
Serial No. 016166

Township 31 North, Range 109 West
Section 5: Lots 3, 4, S/2NW/4, SW/4
Section 6: Lots 5, 6, 7, 8, 9, S/2NE/4, SE/4
Section 8: E/2, SW/4
Section 17: E/2NW/4, NE/4, NW/4SE/4, E/2SE/4
Containing 1,549.95 acres

Tract No. 24

Lessor: U.S.A.
Serial No. W-018039

Township 30 North, Range 108 West
Section 17: SE/4SE/4
Section 18: NE/4NE/4
Section 22: NE/4SW/4
Section 23: SW/4NE/4
Containing 160.00 acres

Tract No. 25

Lessor: U.S.A.
Serial No. W-018649

Township 30 North, Range 108 West
Section 22: N/2NW/4, SE/4NW/4
Containing 120.00 acres

Tract No. 26

Lessor: U.S.A.
Serial No. W-024293

Township 30 North, Range 108 West
Section 33: NW/4NW/4, S/2NE/4
Section 34: S/2NW/4, NE/4SW/4
Containing 240.00 acres

Tract No. 27

Lessor: U.S.A.
Serial No. W-73885

Township 32 North, Range 110 West
Section 25: N/2NE/4, NE/4NW/4, S/2N/2, N/2SW/4, SE/4, SE/4SW/4
Containing 560.00 acres

Tract No. 28

Lessor: State of Wyoming
Serial No. C-11126-A

Township 31 North, Range 109 West
Section 36: S/2, NW/4
Containing 480.00 acres

Tract No. 29

Lessor: State of Wyoming
Serial No. 82-0019

Township 30 North, Range 108 West
Section 16: S/2
Section 36: All
Containing 960.00 acres

All of the above described oil and gas leases are subject to the following listed agreements and contracts except Tract No. 29, State of Wyoming, Serial No. 0-11528-A which is not subject to any of the following agreements or contracts.

1. Sale and Purchase Agreement dated November 1, 1982 between American Hunter Exploration, Ltd., and Northwest Production Corporation.

2. Unit Agreement for the New Fork Unit Area dated November 25, 1980.

3. Gas Purchase Contract between Northwest Production Corporation as "Seller" and Northwest Pipeline Corporation as "Buyer" dated November 15, 1982.

4. Farmout Agreement dated September 29, 1980, between El Paso Natural Gas and American Hunter Exploration.

5. Letter Agreement dated July 27, 1979, between Sneider and Meckel Associates, Inc., and American Hunter Exploration, Ltd., and amended March 14, 1983.

6. Letter Agreement dated June 26, 1981 between Mr. Elliott A. Riggs and Canadian Hunter Exploration, Ltd.

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48-2872

Form 3110-2
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OFFER TO LEASE AND
LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181-263)

Name **Mark W. Stillings**
Street **Room 163, Lower Level**
City **1271 Woodhull**
State, Zip Code **Topeka, Kansas 66604**

W-82326
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: **Wyoming** County: **Sublette**

T. 28 N., R. 112 W., 6th Prin Mer.,
That portion of the bed of the
Green River riparian to:
Sec. 25: Lot 6
35: Lots 1, 2, 3, 5, 9

210722

RECORDED February 24 1986 8:00 AM
IN BOOK 76 Ox 9 PAGE 376
FEES $6.00 Lois J. Yasko COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Rental (a) (ii) Beginning 6th Year, $3 per acre or Fraction Thereof.

Containing a total of	Annual Rental
44.97 acres	$ **45.00**

This lease is issued to the successful drawee pursuant to the Simultaneous Oil and Gas Lease application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

FOR BLM USE ONLY:

THE UNITED STATES OF AMERICA

By _____
(Offeror/Lessee Signature)

By Glenna M. Jane
(Signature of Signing Officer)
Chief, Oil & Gas Section
(Title)

_____
(Title)

FEB 2 1983
(Date)

_____
(Atty-in-fact or Agent's Signature)

DEC 22 1982
(Date Signed)

Effective date of lease: MAR 1 1983

LESSEE

LEASE TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Rental (a) (H) Beginning 8th Year, $3 per acre or fraction Thereof.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, log, complete information on all well surveys and tests in accordance to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) *Equal Opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.*—The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts and upon any [illegible] or total relinquishment or the termination or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

GPO 945-515

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MAY 23 1983

DIAMOND SHAMROCK RECORDS

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-32326

Lease effective date
March 1, 1983

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Diamond Shamrock Corporation

Address *(include zip code)*

P.O. Box 631
Amarillo, Texas 79173

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Sublette County, Wyoming
T 28 N, R 112 W, 6th Prin. Mer.
That portion of the bed of the
Green River riparian to:
Sec. 25: Lot 6
Sec. 35: Lots 1,2,3,5,9

(See attached for complete legal description)

Containing 44.97 acres, more or less

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

210723

RECORDED February 24 1986 8:00 A M
IN BOOK 76 O & G PAGE 378
FEES $12.00 Louise York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	5% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	NONE

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of February, 1983

(Assignor's Signature)

Mark W. Stillings

Room 163 Lower Level
(Assignor's Address)
1271 Woodhull
Topeka, Kansas 66604
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective MAR 01 1983

By Gloria W. Jaac
(Authorized Officer)
Chief, Oil & Gas Section

62742 [redacted] [redacted] M [redacted]83

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 15th day of February, 19 83.

DIAMOND SHAMROCK CORPORATION

By: _____

(Assignee's Signature)

Wm. B. Nance, Attorney-in-Fact

P. O. Box 631

(Assignee's Address)

Amarillo, TX 79173

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

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MAY 23 1983

RECEIVED DIAMOND SHAMROCK
LEASE RECORDS

State of Kansas }
County of Shawnee } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of February, 1983 personally appeared Mark W. Stillings to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

CYNTHIA S. BENNETT
NOTARY PUBLIC
STATE OF KANSAS
SHAWNEE COUNTY, KANSAS

My Commission expires:
3-28-83

_____
Notary Public

PRINCIPAL PURPOSE – The information is to be used to
the assignment and request for approval

In the event the Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor at least sixty (60) days in advance of the rental due date specified in this lease and Assignor shall have ten (10) days after receipt of such notice within which to request that this lease be reassigned to Assignor. It is agreed, however, that Assignee, its successors or assigns, assumes no liability whatsoever for damages resulting from Assignee's failure to notify or to reassign.

Bureau of Land Management uses the information to
assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

T. 28 N., R. 112 W., 6th Prin. Mer., WY

Bed of the Green River riparian to:
Sec. 25: Lot 6

Sec. 35: Lots 1, 2, 3, 8, 9

Containing 44.97 acres m/l.

That portion of the Bed of the Green River riparian to Lot 6, Sec. 25, T. 28 N., R. 112 W., 6th Prin. Mer., WY:

Beginning at the Meander Corner of Sections 25 and 36 on the Left Bank of the easterly channel of the Green River; thence N. 68° 32' W., on a line normal to the median line of the easterly channel of the Green River a distance of 4.97 chs. to a point; thence with the median line of the easterly channel of the Green River, upstream;
N. 22° 24' E., 1.[illegible] chs.
N. 17° 35' E., 2.[illegible] chs.
N. 19° 47' E., 2.[illegible] chs.
N. 20° 38' E., 0.68 chs.
N. 20° 24' E., 1.85 chs.
N. 11° 40' E., 2.07 chs.
N. 2° 56' E., 2.64 chs.
N. 18° 28' W., 1.84 chs.
N. 12° 48' W., 1.33 chs.
N. 6° 58' W., 2.97 chs. to a point; thence N. 85° 02' E., on a line normal to the median line of the easterly channel of the Green River a distance of 3.17 chs. to the calculated intersection of the line common to Lots 5 and 6 with the meander line of the Left Bank of the easterly channel of the Green River; thence with the adjusted meanders of the Left Bank of the easterly channel of the Green River through Section 25, downstream, based on the survey plat of T. 28 N., R. 112 W., approved December 4, 1901;
S. 8° 31' E., 1.98 chs.
S. 31° 33' E., 3.29 chs.
S. 11° 16' W., 3.00 chs.
S. 10° 01' W., 7.50 chs. to the Meander Corner of Sections 25 and 36 on the Left Bank of the easterly channel of the Green River, the place of beginning.

Containing 7.44 acres m/l.

That portion of the Bed of the Green River riparian to Lots 1, 2, 3, Sec. 35, T. 28 N., R. 112 W., 6th Prin. Mer., WY:

Beginning at the Meander Corner of Sections 35 and 36 on the Left Bank of the Green River; thence with the adjusted meanders of the Left Bank of the Green River through Section 35, downstream, based on the survey plat of T. 28 N., R. 112 W., approved December 4, 1901;
S. 53° 49' W., 2.79 chs.
S. 84° 42' W., 4.35 chs.
N. 74° 45' W., 8.88 chs.
S. 75° 10' W., 10.55 chs.
S. 30° 13' W., 6.07 chs.
S. 46° 47' W., 4.88 chs.
S. 30° 27' W., 5.47 chs.
S. 18° 22' W., 0.56 chs. to the calculated intersection of the line common to Lots 2 and 6 with the meander line of the Left Bank of the Green River; thence N. 68° 32' W., on a line normal to the median line of the Green River a distance of 2.46 chs. to a point; thence with the median line of the Green River, upstream;
N. 21° 27' E., 0.43 chs.
N. 21° 48' E., 0.07 chs.
N. 22° 17' E., 0.44 chs.
N. 38° 05' E., 0.26 chs.
N. 13° 53' E., 4.06 chs.
N. 23° 15' E., 0.34 chs.
N. 12° 36' E., 3.26 chs.
N. 9° 58' E., 0.66 chs.
N. 7° 22' E., 1.35 chs.
N. 9° 21' W., 1.11 chs.
N. 8° 28' E., 0.50 chs.
N. 3° 29' E., 1.14 chs.
N. 1° 58' W., 0.36 chs.
N. 1° 23' E., 0.98 chs.
N. 12° 21' E., 4.24 chs.
N. 13° 32' E., 0.06 chs.
N. 52° [illegible]' E., 0.65 chs.
N. 7° [illegible], 0.43 chs. to a point; [illegible]

normal to the median line of the westerly channel of the Green River a distance of 1.54 chs. to the Meander Corner of Sections 26 and 35 on the southwesterly shore of Long Island; thence with the adjusted meanders of Long Island through Section 35, upstream;
S. 5° 03' E., 4.51 chs.
S. 24° 01' E., 3.61 chs.
N. 0° 04' E., 2.70 chs.
N. 49° 07' E., 4.20 chs.
N. 80° 06' E., 5.40 chs.
N. 88° 06' E., 8.01 chs.
N. 74° 07' E., 4.20 chs. to the Meander Corner of Sections 26 and 35 on the southeasterly shore of Long Island; thence S. 0° 04' E., on a line normal to the median line of the easterly channel of the Green River a distance of 2.50 chs. to a point; thence with the median line of the Green River, upstream;
N. 89° 55' E., 0.71 chs.
N. 83° 10' E., 1.33 chs.
N. 77° 09' E., 2.63 chs.
N. 66° 52' E., 2.31 chs.
N. 51° 28' E., 1.19 chs. to a point; thence S. 38° 27' E., on a line normal to the median line of the easterly channel of the Green River a distance of 5.10 chs. to the Meander Corner of Sections 35 and 36 on the Left Bank of the Green River, the place of beginning.

Containing 20.30 acres m/l.

That portion of the Bed of the Green River riparian to Lot 5, Sec. 35, T. 28 N., R. 112 W., 6th Prin. Mer., WY:

Beginning at the calculated intersection of the line common to Lots 5 and 8 with the meander line of the Right Bank of the Green River, from which the 1/4 section corner of Sections 34 and 35 bears N. 62° 37' W., a distance of 22.54 chs.; thence with the adjusted meanders of the Right Bank of the Green River through Section 35, upstream, based on the survey plat of T. 28 N., R. 112 W., approved December 4, 1901;
N. 51° 16' E., 3.26 chs.
N. 63° 30' E., 5.91 chs.
N. 31° 03' E., 5.61 chs.
N. 23° 49' E., 4.51 chs.
N. 38° 18' E., 2.80 chs.
N. 11° 48' E., 1.30 chs.
N. 23° 48' E., 2.70 chs.
N. 13° 34' E., 3.60 chs.
N. 14° 04' E., 3.70 chs.
N. 24° 33' E., 4.10 chs. to the calculated intersection of the line common to lots 4 and 5 with the meander line of the Right Bank of the Green River; thence S. 71° 17' E., on a line normal to the median line of the Green River a distance of 2.66 chs. to a point; thence with the median line of the Green River, downstream;
S. 18° 42' W., 2.00 chs.
S. 28° 07' W., 2.14 chs.
S. 22° 54' W., 0.59 chs.
S. 19° 43' W., 0.56 chs.
S. 16° 35' W., 1.99 chs.
S. 15° 29' W., 0.20 chs.
S. 14° 24' W., 0.11 chs.
S. 13° 58' W., 3.59 chs.
S. 16° 32' W., 0.43 chs.
S. 19° 05' W., 0.34 chs.
S. 21° 35' W., 1.89 chs.
S. 20° 24' W., 0.17 chs.
S. 20° 44' W., 0.04 chs.
S. 13° 33' W., 1.04 chs.
S. 17° 05' W., 0.61 chs.
S. 30° 45' W., 0.55 chs.
S. 33° 52' W., 1.04 chs.
S. 38° 08' W., 1.10 chs.
S. 36° 20' W., 0.34 chs.
S. 25° 52' W., 0.25 chs.
S. 24° 26' W., 3.93 chs.
S. 26° 24' W., 0.32 chs.
S. 28° 06' W., 1.72 chs.
S. 32° 30' W., 3.89 chs.
S. 33° 41' W., 0.18 chs.
S. 34° 27' W., 0.15 chs.
S. 46° 58' W., 1.17 chs.
S. 49° 43' W., 0.95 chs.

S. 47° 52' W., 2.39 chs.
S. 46° 58' W., 0.89 chs.
S. 46° 02' W., 0.23 chs.
S. 45° 21' W., 1.04 chs.
S. 52° 04' W., 0.28 chs.
S. 45° 52' W., 2.37 chs. to a point; thence N. 44° 07' W., on a line normal to the median line of the Green River a distance of 4.60 chs. to the calculated intersection of the line common to Lots 5 and 8 with the meander line of the Right Bank of the Green River, the place of beginning.

Containing 10.79 acres m/l.

That portion of the Bed of the Green River riparian to lot 9, Sec. 35, T. 28 N., R. 112 W., 6th Prin. Mer., WY:

Beginning at the Meander Corner of Sections 34 and 35 on the northerly shore of an Island; thence N. 15° 46' W., on a line normal to the median line of the westerly channel of the Green River a distance of 2.72 chs. to a point; thence with the median line of the westerly channel of the Green River, upstream;
N. 55° 25' E., 2.39 chs.
N. 56° 04' E., 0.07 chs.
N. 56° 12' E., 3.20 chs.
N. 52° 29' E., 0.55 chs.
N. 48° 42' E., 2.02 chs.
N. 56° 56' E., 1.41 chs.
N. 76° 23' E., 0.54 chs.
N. 79° 05' E., 3.22 chs.
N. 69° 41' E., 1.09 chs. to a point; thence with the median line of the easterly channel of the Green River, downstream;
S. 16° 26' E., 4.01 chs.
S. 14° 47' E., 1.91 chs.
S. 19° 14' E., 0.43 chs.
S. 29° 43' E., 0.60 chs.
S. 13° 52' E., 0.91 chs.
S. 4° 23' E., 1.78 chs.
S. 2° 53' W., 1.11 chs.
S. 9° 05' W., 0.95 chs.
S. 32° 25' W., 0.74 chs.
S. 55° 31' W., 3.00 chs.
S. 49° 57' W., 0.15 chs.
S. 45° 40' W., 0.49 chs.
S. 26° 52' W., 0.52 chs.
S. 21° 28' W., 0.61 chs.
S. 13° 19' W., 0.67 chs.
S. 21° 29' W., 0.52 chs.
S. 29° 53' W., 0.54 chs.
S. 24° 39' W., 0.31 chs.
S. 19° 13' W., 0.23 chs.
S. 10° 46' W., 1.92 chs.
S. 13° 34' W., 0.36 chs.
S. 18° 26' W., 0.28 chs. to a point; thence N. 60° 02' W., on a line normal to the median line of the easterly channel of the Green River a distance of 0.82 chs. to the Meander Corner of Sections 2 and 35 on the easterly shore of an Island; thence with the adjusted meanders of the Island through Section 35, based on the survey plat of T. 28 N., R. 112 W., approved December 4, 1901;
N. 9° 58' E., 2.41 chs.
N. 26° 56' E., 1.20 chs.
N. 6° 13' W., 0.80 chs.
N. 9° 59' E., 1.50 chs.
N. 28° 40' E., 1.00 chs.
N. 39° 38' E., 3.71 chs.
N. 11° 57' E., 1.79 chs.
N. 26° 39' W., 3.61 chs.
N. 84° 34' W., 3.70 chs.
S. 52° 24' W., 9.27 chs. to the Meander Corner of Sections 34 and 35 on the northerly shore of the Island, the place of beginning.

Containing 6.44 acres m/l.

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-15747

Lease effective date
11-1-68

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Diamond Shamrock Corporation

Address *(include zip code)*

PO Box 631, Amarillo, TX 79173

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 27 North, Range 112 West, 6th PM
Section 2: Lots 3, 5, 6, 7, SE¼NW¼.
123.93 ac

From the surface of the ground to a depth of the stratigraphic equivalent of 9500 feet as encountered in the Split River Federal 31-2 well located in Lot 2 of Section 2, T27N, R112W, 6th PM.

210724

RECORDED Feb 24, 1986 8:00 AM
IN BOOK 76 Ovrld PAGE 383
FEES 6.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	1.5%
4. Specify interest or percent of operating rights being retained by assignor	4.75%
5. Specify overriding royalty interest being reserved by assignor	0
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 27th day of April, 1983.

Garland W. Denton
(Assignor's Signature)
Garland W. Denton, Contract Agent

Aminoil USA, Inc.
Orchard Place Six
8000 E. Maplewood Avenue
(Assignor's Address)

Englewood, Colorado 80111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 01 1983

By Judith A. Moffitt
(Authorized Officer)
Chief, Oil & Gas Section
(Title) FOR ASSIGNEE

MAR 14 1985
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 16 day of May , 19 83.

Wm. B. Nance
(Assignee's Signature)

Wm. B. Nance
Attorney-in-Fact

Diamond Shamrock Corporation

PO Box 631
(Assignee's Address)

Amarillo, TX 79173
(City) (State) (Zip Code)

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STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of April, 1983, by Garland H. Hunter, Contract Agent, on behalf of Aminoil USA, Inc., a corporation.

Mildred W. Crawford, Notary Public
1945 Kearney Street
Denver, Colorado 80220

My Commission Expires: January 23, 1984

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be

Form 3106-14
(October 1981)

48-7738

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-15747

Lease effective date
11-1-68

PART I

1. Assignee's Name

Diamond Shamrock Corporation

Address *(include zip code)*

PO Box 631, Amarillo, TX 79173

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 112 West, 6th PM
Section 2: Lots 1, 2, S½NE¼.
160.18

From the surface of the ground to a depth of the stratigraphic equivalent of 9500 feet as encountered in the Split River Federal 31-2 well located in Lot 2 of Section 2, T27N, R112W, 6th PM.

210725

RECORDED Feb 24 1986 8:00 AM
IN BOOK 76 Or 8 PAGE 385
FEES 6.00 Lavon Yule COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	2.5%
4. Specify interest or percent of operating rights being retained by assignor	3.75%
5. Specify overriding royalty interest being reserved by assignor	.125% *
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 27th day of April, 1983.

Garland W. Denton
(Assignor's Signature)
Garland W. Denton, Contract Agent

Aminoil USA, Inc.
Orchard Place Six
8000 E. Maplewood Avenue
(Assignor's Address)

Englewood, Colorado 80111
(City) (State) (Zip Code)

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THE UNITED STATES OF AMERICA

Assignment approved effective SEP 0 1 1983

By Jack A. Moffitt
(Authorized Officer)
Chief, Oil & Gas Section
(Title) **FOR ASSIGNEE** MAR 14 1985 (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 16th day of May , 19 83. Diamord Shamrock Corp.

Wm B Nance
(Assignee's Signature)

PO Box 631
(Assignee's Address)

Wm. B. Nance
Attorney-in-Fact

Amarillo, TX 79173
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of April, 1983, by Garland H Clinton, Contract Agent, on behalf of Aminoil USA, Inc., a corporation.

Mildred W. Crawford
Mildred W. Crawford, Notary Public
1945 Kearney Street
Denver, Colorado 80220

My Commission Expires: January 23, 1984

AUTHORITY: 30 U.S.C. et. seq.

RIDER

This rider is attached to and made a part of the Transfer Assignment or Sublease of Operating Rights in Oil and Gas lease #W-15747 executed April 27, 1983, which is made in accordance with the terms of a Farmout Agreement dated November 11, 1982 wherein Aminoil USA, Inc., has an option to convert its reserved override to a 40% working interest, proportionally reduced, at payout.

lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833-059

[redacted] 48-77 [redacted] 738 8 6.50

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-15747

Lease effective date
11-1-68

PART I

1. Assignee's Name Diamond Shamrock Corporation--undivided 40%
True Oil Company--undivided 40%; and Yates Petroleum Corporation
an undivided 20%

Address *(include zip code)*
PO Box 631, Amarillo, TX 79173

The undersigned, as owner of 6.25% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below, without warranty or recourse.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 27 North - Range 112 West
INSOFAR AND ONLY INSOFAR AS:

Section 2: Lot 3, Lot 5, Lot 6, Lot 7, SE¼NW¼

All formations from the surface down to the stratigraphic equivalent of total depth of 9,500' as encountered in Diamond Shamrock's Split River Federal #31-2 Well.

Sublette County, Wyoming
containing 117.15 acres, more or less

210726

RECORDED February 24 1986 8:00 A M
IN BOOK 76 3rd PAGE 387
FEES $6.50 Lou J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee S	60% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	40%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8ths

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created hefein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 2nd day of May , 19 83 .

ESTATE OF WILLIAM G. HELIS, A PARTNERSHIP

By: Edward D McCarthy
(Assignor's Signature)

Edward D. McCarthy for William G. Helis, Jr., Managing Partner

912 Whitney Building
(Assignor's Address)

New Orleans, LA 70130
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Postal 9-6-83

NOTE: This form may be [illegible] provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

327

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof: or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 26th day of May , 1983

Wm. B. Nance
(Assignee's Signature)
Attorney-in-Fact

Diamond Shamrock Corporation

PO Box 631
(Assignee's Address)

Amarillo, TX 79173
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 2nd day of May , 1983 , before me personally appeared EDWARD D. McCARTHY, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that he executed the above and foregoing instrument as his free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

NOTARY PUBLIC

My commission is for life.

PRINCIPAL PURPOSE – The information is to be used to

If at any time Assignees desire to surrender, release or permit to expire, the rights and interests herein assigned, as to all or any portion or portions thereof or as to any particular acreage or formation, Assignees shall notify Assignor at least ninety (90) days in advance of such proposed surrender, release or expiration, and Assignor shall then have fifteen (15) days after receipt of such notification within which to require a reassignment of the rights and interests affected by such proposed surrender, release or expiration. In the event Assignor elects to require such reassignment, Assignees shall reassign the same to Assignor, free and clear of any overriding royalty, production payments or other liens or encumbrances created or suffered by Assignees within fifteen (15) days of receipt of notification from Assignor requiring such reassignment.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this reque[illegible]d to obtain a benefit.

48-7 7738

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-15747

Lease effective date
11-1-68

PART I

1. Assignee's Name Diamond Shamrock Corporation--undivided 40%
True Oil Company--undivided 40% and Yates Petroleum Corporation
an undivided 20%

Address *(include zip code)*
PO Box 631, Amarillo, TX 79173

The undersigned, as owner of 6.25% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below, without warranty or recourse.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North - Range 112 West
INSOFAR AND ONLY INSOFAR AS:

Section 2: Lot 1, Lot 2, S½NE¼

All formations from the surface down to the stratigraphic equivalent of total depth of 9,500' as encountered in Diamond Shamrock's Split River Federal # 31-2 Well

Sublette County, Wyoming
containing 160.18 acres, more or less.

210???

RECORDED February 24 1986 8:00 AM
IN BOOK 76 Misc PAGE 389
FEES $6.50 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

3. Specify interest or percent of operating rights being conveyed to assignee	100% of 6.25%
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	6.25% of 5% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8ths

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 2nd day of May , 19 83 .

ESTATE OF WILLIAM G. HELIS, A PARTNERSHIP

By: Edward D. McCarthy
(Assignor's Signature)
Edward D. McCarthy for William G. Helis, Jr., Managing Parther

912 Whitney Building
(Assignor's Address)

New Orleans, LA 70130
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 0 1 1983

By Judith A. Moffitt
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

MAR 14 1985
(Date)

FOR ASSIGNEE

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.*

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 26th day of May , 1983 . Diamond Shamrock Corporation

Wm. B. Nance
(Assignee's Signature)
Wm. B. Nance
Attorney-in-Fact

PO Box 631
(Assignee's Address)

Amarillo, TX 79173
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF LOUISIANA
PARISH OF ORLEANS

On this ~~2nd~~ 10th day of May , 1983 , before me personally appeared EDWARD D. McCARTHY, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that he executed the above and foregoing instrument as his free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

NOTARY PUBLIC

My commission is for life.

AUTHORITY: 30 U.S.C. et. seq.

If at any time Assignees desire to surrender, release or permit to expire, the rights and interests herein assigned, as to all or any portion or portions thereof or as to any particular acreage or formation, Assignees shall notify Assignor at least ninety (90) days in advance of such proposed surrender, release or expiration, and Assignor shall then have fifteen (15) days after receipt of such notification within which to require a reassignment of the rights and interests affected by such proposed surrender, release or expiration. In the event Assignor elects to require such reassignment, Assignees shall reassign the same to Assignor, free and clear of any overriding royalty, production payments or other liens or encumbrances created or suffered by Assignees within fifteen (15) days of receipt of notification from Assignor requiring such reassignment.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

Form 3106 – 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No. W-85935

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address *(include zip code)*: 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming Township 35 North, Range 115 West Section 36: All Containing 640.00 acres mol Subject to Re-assignment clause E.A. Puckett	SAME LAND DESCRIPTION AS ITEM 2

210777

RECORDED February 28 1986 2:00 P M
IN BOOK 76 O & G PAGE 391
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheesey, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 19 85

Hanes M Dawson
(Assignor's Signature)
Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION
(Title)

FEB 12 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

391 653633

FOR ASSIGNEE

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

A[illegible] PRODUCTION COMPANY

Executed this 17th day of October, 19 85

Claud Neely
(Assignee's Signature)

P. O. Box 800
(Assignee's Address)

Its Attorney-in-Fact

WYOMING

Denver, Colorado 80201

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 19 85.

WITNESS my hand and official seal.

Gail M. Jefferson
Notary Public

My commission expires:
January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

STATE OF COLORADO }
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of March, 19 85, personally appeared Hanes M. Dawson

and _____, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires My Commission expires Dec. 11, 1988

Notary Public.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-85936

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address *(include zip code)*: 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming Township 36 North, Range 115 West Section 15: All Section 22: E½, NW¼, E½SW¼, NW¼SW¼ Containing 1240 acres mol	SAME LAND DESCRIPTION AS ITEM 2

210778

RECORDED February 28 1986 2:00 PM
IN BOOK 76 O&G PAGE 393
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)

Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION
(Title)

FEB 12 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106. 393 653620--

FOR ASSIGNEE

394

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 17th day of October, 1985

AMOCO PRODUCTION COMPANY

Claud Neely

(Assignee's Signature)

P. O. Box 800

(Assignee's Address)

Its Attorney-in-Fact

Denver, Colorado 80201

WYOMING (City) (State) (Zip Code)

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

Hanes M. Dawson

Notary Public

My commission expires:

January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

File assignment within ninety (90) days *after* date of final execution.

3. A copy of the lease ... assignment is made ... be obtained from the assignor.

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wy. Montana, Colorado, Utah, Nebraska, North Dako... outh Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of October, 19 85, personally appeared Hanes M. Dawson

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Dec. 14, 1988.

My Commission expires Dec. 14, 1988

Notary Public.

(4)(5) information from the records and/or the ... transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TIT TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-85934

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: Amoco Production Company

Address *(include zip code)*: P.O. Box 800
Denver, Colorado 80201

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming Township 35 North, Range 115 West, 6th PM Section 27: E½, NW¼, E½SW¼, NW¼SW¼ containing 600 acres	SAME LAND DESCRIPTION AS ITEM 2

210779
RECORDED February 28 1986 2:00 PM
IN BOOK 76 O&G PAGE 395
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

Subject to production payment reserved by Chadwick Partnership.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106 See the attached

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)
Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver, Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1985

By _____ ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION
(Title)

FEB 12 1986
(Date)

NOTE: *This form may be reproduced provided that copies are e productions on one sheet of both sides of this official form in accordance with provisions of 43 CFR* 395 (053619---

FOR ASSIGNEE

396

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

A. OCO PRODUCTION COMPANY

Executed this 17th day of October, 1985

Claud Neely

(Assignee's Signature)

P. O. Box 800

(Assignee's Address)

WYOMING Denver, Colorado 80201

(City) (State) (Zip Code)

Its Attorney-in-Fact

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

My commission expires:

January 8, 1989

Notary Public

Amoco Building
Box 800
Denver, CO 80201

2. FILING AND NUMBER OF COPIES. ... and manually signed copies in the appropriate BLM office. ... days ... ed fr...

STATE OF COLORADO
County of DENVER } ss.

COLORADO ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 14th day of October, 1985,

by Hanes M. Dawson

WITNESS my hand and official seal.

My commission expiries:

My Commission Expires Dec. 1988

Notary Public.

P. O.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-85933

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address *(include zip code)*: 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 10 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming Township 35 North, Range 115 West Section 23: W½ Containing 320.00 acres mol Subject to re-assignment clause - Haas	SAME LAND DESCRIPTION AS ITEM 2

210780

RECORDED February 28 1986 2:00 P M,
IN BOOK 76 O&G PAGE 397
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M Dawson
(Assignor's Signature)
Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1985

By: ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION
(Title)

FEB 12 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

397 655453--

FOR ASSIGNEE

398

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

A[illegible] PRODUCTION COMPANY

Executed this 17th day of October, 1985

Claud Neely
(Assignee's Signature)

P. O. Box 800
(Assignee's Address)

Its Attorney-in-Fact

Denver, Colorado 80201
(City) (State) (Zip Code)

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

Gail M. Jefferson
Notary Public

My commission expires:

January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

File assignment within ninety (90) days *after* date of final

5. A copy of the lease out of which this assignment is made.

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, W[illegible], Montana, Colorado, Utah, Nebraska, North Dako[illegible]outh Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of October, 19 85, personally appeared Hanes M. Dawson

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 4-22-89

Notary Public.

lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 – 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No. W–85932

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name √ AMOCO PRODUCTION COMPANY

Address *(include zip code)* 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming Township 35 North, Range 115 West Section 22: W½, SE¼ containing 480 acres mol	SAME LAND DESCRIPTION AS ITEM 2

Subject to re-assignment clause
Rumar Corporation

210781
RECORDED February 28 1986 2:00 PM
IN BOOK 76 O&G PAGE 399
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	5% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)

Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1985

By _____ ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION FEB 12 1986
(Title) (Date)

FOR ASSIGNEE

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

399 653632

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(h)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 17th day of October, 1985

AMOCO PRODUCTION COMPANY

Claud Neely
(Assignee's Signature)

P. O. Box 800
(Assignee's Address)

Its Attorney-in-Fact

WYOMING — Denver, Colorado 80201
(City) (State) (Zip Code)

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

Gail M. Jefferson
Notary Public

My commission expires:

January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of October, 1985, personally appeared Hanes M. Dawson

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: My commission expires Dec. 11, 1988

Notary Public.

(5) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-85931

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address *(include zip code)*: 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming Township 35 North, Range 115 West Section 12: S½ Containing 320.00 acres mol	SAME LAND DESCRIPTION AS ITEM 2

210782

RECORDED February 28 1986 2:00 PM
IN BOOK 76 O & G PAGE 401
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheeney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)
Hanes M. Dawson

621 17th Street - #800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1985

By _____ ANDREW L. TARSHIS
(Authorized Officer)

LEASE, MINING SECTION

FEB 12 1986

(Title) FOR ASSIGNEE (Date)

NOTE: This form may be reproduced and that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of [illegible]

653618 - 401

402

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

AMOCO PRODUCTION COMPANY

Executed this 17th day of October, 1985

Claud Neely
(Assignee's Signature)

P. O. Box 800
(Assignee's Address)

Its Attorney-in-Fact

Denver, Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

Gail M. Jefferson
Notary Public

My commission expires:

January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

STATE OF COLORADO
COUNTY OF DENVER

ACKNOWLEDGMENT — INDIVIDUAL

BE IT KNOWN, the undersigned, a Notary Public, in and for said County and State, on this 17th day of October, 1985, personally appeared Hanes M. Dawson

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: My commission expires Dec. 14, 1988

Notary Public.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. ~~W-89530~~ W-85930

Lease effective date
March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
AMOCO PRODUCTION COMPANY

Address *(include zip code)*
1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Sublette County, Wyoming

Township 35 North, Range 115 West
Section 11: SE¼
" 13: All
" 14: E½
" 23: E½
" 24: All

Containing 2080 acres

Assignment approved as to lands described below

SAME LANDS DESCRIBED AS ITEM 2

210783

RECORDED February 28 1986 2:00 PM
IN BOOK 76 O&G PAGE 403
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)
Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION
(Title)

FEB 12 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet [illegible] this official form in accordance with provisions of 43 CFR 3106.

FOR ASSIGNEE

[illegible] 403

404

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

AMOCO PRODUCTION COMPANY

Executed this 17th day of October, 1985

Claud Neely
(Assignee's Signature)

P. O. Box 800
(Assignee's Address)

Its Attorney-in-Fact

WYOMING — Denver, Colorado 80201
(City) (State) (Zip Code)

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

Gail M. Jefferson
Notary Public

My commission expires:
January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wy. Montana, Colorado, Utah, Nebraska, North Dako. South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of October, 1985, personally appeared Hanes M. Dawson

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: My Commission Expires Dec. 11 1988

Notary Public.

lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-85929

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address *(include zip code)*: 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of _____ percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment 100%

Sublette County, Wyoming
Township 35 North, Range 115 West
Section 11: SW¼
Section 14: W½
Section 22: NE¼

Containing 640.00 acres mol

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

210784

RECORDED February 28 1986 2:00 PM
IN BOOK 76 O&G PAGE 405
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)
Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver, Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1985

By _____ ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION
(Title)

FEB 12 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

43-653630--- FOR ASSIGNEE

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 17th day of October, 19 85

AMOCO PRODUCTION COMPANY

Claud Neely OK

(Assignee's Signature)

P. O. Box 800

(Assignee's Address)

Its Attorney-in-Fact

Denver, Colorado 80201

WYOMING (City) (State) (Zip Code)

willfully to make to any department or agency of the United

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 19 85.

WITNESS my hand and official seal.

Gail M. Jefferson
Notary Public

My commission expires:

January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

STATE OF COLORADO }
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of October, 19 85, personally appeared Hanes M. Dawson

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

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A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-85928

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address *(include zip code)* 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming Township 35 North, Range 115 West Section 11: N½ Containing 320.00 acres Subject to re-assignment clause Maurice W. Brown	SAME LAND DESCRIPTION AS ITEM 2 210785 RECORDED February 28 1986 2:00 PM IN BOOK 76 O&G PAGE 407 FEES $6.00 Lois J. Yake COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by: Carol A. Cheney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6¼% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 19 85

Hanes M. Dawson
(Assignor's Signature)
Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1985

By [signature] ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION
(Title) FOR ASSIGNEE

FEB 12 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106. 407

408

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

A. AMOCO PRODUCTION COMPANY

Executed this 17th day of October, 1985

(Assignee's Signature)

Its Attorney-in-Fact

P. O. Box 800
(Assignee's Address)

Denver, Colorado 80201
(City) (State) (Zip Code)

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

Gail M. Jefferson
Notary Public

My commission expires:
January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

STATE OF COLORADO
COUNTY OF DENVER

Oklahoma, Kansas, New Mexico, Wyo[illegible], Montana, Colorado, Utah, Nebraska, North Dak[illegible] uth Dakota

R 2.48 Privac[illegible] ide th[illegible]

ACKNOWLEDGMEN[illegible]ation [illegible]ent DIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of December, 1985, personally appeared Hanes M. Dawson

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires My Commission expires Dec. 11, 1988

Notary Public.

regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-85927

Lease effective date
March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
AMOCO PRODUCTION COMPANY

Address *(include zip code)*
1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Sublette County, Wyoming
Township 35 North, Range 115 West
Section 10: SW¼SW¼
Section 15: SW¼SW¼

Containing 80 acres mol

Subject to Re-assignment clause
Wally J. Picou

Assignment approved as to lands described below

SAME LANDS AS ITEM 2

210786

RECORDED February 28 1986 2:00 PM
IN BOOK 76 O&G PAGE 409
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)
Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION FEB 12 1986
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

653617 -- FOR ASSIGNEE

410

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

AMOCO PRODUCTION COMPANY

Executed this 17th day of October, 1985

Claud Neely

(Assignee's Signature)

P. O. Box 800

(Assignee's Address)

WYOMING

Its Attorney-in-Fact

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

My commission expires:
January 8, 1989

Gail M. Jefferson
Notary Public

Amoco Building
Box 800
Denver, CO 80201

$25.00 nonrefundable filing fee must accompany the assignment

STATE OF COLORADO
COUNTY OF DENVER

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of November, 1985, personally appeared Hanes M. Dawson

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: My Commission expires Dec. 14, 1988

Notary Public.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

orm 3106 – 5
October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No. W-85925

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address *(include zip code)*: 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Sublette County, Wyoming
Township 35 North, Range 115 West 6PM
Section 2: SW¼

Containing 160 acres mol

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

Subject to re-assignment clause
Western American Exploration Co.

210787

RECORDED February 28 1986 2:00 PM
IN BOOK 76 O&G PAGE 411
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)
Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1985

By _____ ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION — FEB 12 1986
(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one side of this official form in accordance with provisions of 43 CFR 3*

FOR ASSIGNEE

650449--411

1112

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

AMOCO PRODUCTION COMPANY

Executed this 17th day of October, 1985

Claud Neely
(Assignee's Signature)

P. O. Box 800
(Assignee's Address)

Its Attorney-in-Fact

Denver, Colorado 80201
(City) (State) (Zip Code)

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

Gail M. Jefferson
Notary Public

My commission expires:

January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ..... 19..., personally appeared Hanes M. Dawson

and .....

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... duly executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires My Commission expires Dec. 14 1988

Notary Public.

regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-85926

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address *(include zip code)*: 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming Township 35 North, Range 115 West Section 3: Lots 1,2,3,4,S½N½, S½ containing 638.00 acres mol Subject to re-assignment clause Patricia C. Alker	SAME LAND DESCRIPTION AS ITEM 2

210788

RECORDED February 28 1986 2:00 PM
IN BOOK 76 O&G PAGE 413
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 19 85

Hanes M Dawson
(Assignor's Signature)
Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION
(Title)

FEB 12 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

413 (053)

FOR ASSIGNEE

4/14

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

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2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 17th day of October, 1985

AMOCO PRODUCTION COMPANY

Claud Neely

(Assignee's Signature)

P. O. Box 800

(Assignee's Address)

Its Attorney-in-Fact

WYOMING

Denver, Colorado 80201

(City) (State) (Zip Code)

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

My commission expires:

January 8, 1989

Gail M. Jefferson

Notary Public

Amoco Building
Box 800
Denver, CO 80201

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT R 2.4B INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of October, 1985, personally appeared Hanes M. Dawson

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires My Commission expires Dec 14, 1988

Notary Public.

transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Producers 88 — [redacted]
Montana 1980
With Option

[redacted] Blue Print
Billings, Montana

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into as of the 30th day of December, 19 85 by and between

Clifford R. Daniels, same person as Clifford P. Daniels and Sophie M. Daniels, husband and wife
P.O. Box 614
Big Piney, Wyoming 83113

hereinafter called Lessor,

and R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602

hereinafter called Lessee

1. Lessor, for and in consideration of 'ten and more Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette, State of Wyoming described as follows (herein called "said land"):

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼;
Section 21: E½NE¼;
Section 22: SE¼NE¼, W½NE¼, NW¼;
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½;

RECORDED March 3 1986 8:00 AM
IN BOOK 76 Oil & Gas PAGE 415
FEES 6.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

210803

five (5) 960.00 acres.

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XXX~~ years from this date (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, one-eighth of the proceeds from the sale of such gas at the mouth of the well. The Lessor may have gas free of charge from any gas well on said land for use in the principal dwelling on said land by making his own connections with the well, the use of said gas to be at the Lessor's sole risk and expense.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, is at any time shut-in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on said land producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor or the Lessor's credit in the First Wyoming (Account # 56-01066-1) Bank at Big Piney, Wyoming 83113, or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Nine Hundred Sixty and No/100ths ------ ($960.00) ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

15. The consideration paid for this lease shall also constitute consideration for an option to the lessee, its successors and assigns, to extend the initial five-year primary term for a second five-year term by the payment of an additional bonus of $ 25.00 per net mineral acre, said bonus to be deposited in the Depository Bank provided for herein on or before the expiration of the initial five year primary term. Payment of the said optional bonus amount shall constitute notice to lessor of exercise of the option. In the event lessee elects to exercise this option and makes the bonus payment provided for above then all terms of this lease shall remain in full force and effect as if the original primary term was ten years except that the optional bonus payment shall be considered as including the 6th year rental payment and no separate 6th year rental payment need be made.

X Clifford R. Daniels
Clifford R. Daniels, same person as
Clifford P. Daniels SS# 524-10-3398

X Sophie M. Daniels
Sophie M. Daniels
SS# 521-24-3339

415

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF UTAH }
COUNTY OF WASHINGTON } ss.

On this third day of JANUARY 19 86, before me personally appeared
Clifford R. Daniels, same person as Clifford P. Daniels and Sophie M. Daniels, husband and wife

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Thenn Wright
Notary Public WENN WRIGHT

My commission expires:
11-2-88 Residing at Hurricane, Utah 84737

WENN WRIGHT NOTARY PUBLIC STATE OF UTAH

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

RECORDING DATA

PRODUCERS 88-CS

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 8th **day of** December, **19** 85

by and between Inez P. Finnegan, also known as Inez Finnegan, a widow
P.O. Box 459
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and

R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602 **Party of the second part, hereinafter called lessee.**

WITNESSETH, That the said lessor, for and in consideration of ten and more (10.00+) **DOLLARS** cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼;
Section 21: E½NE¼;
Section 22: SE¼NE¼, W½NE¼, NW¼;
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½;

and containing 960.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of five (5) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 8th day of December, 19 85, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First Wyoming Account # 56-06273-4 Bank at 440 Budd Avenue, Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Nine Hundred Sixty and No/100ths ---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

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Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

x Inez P Finnegan (SEAL)
Inez P. Finnegan, also known as Inez (SEAL)
SS# 520-14-6030 Finnegan, (SEAL)
a widow (SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18th day of December, 19 85, personally appeared Inez P. Finnegan, also known as Inez Finnegan, and _____, to me known to be the identical person ____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 2-1-89

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person ____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public

OIL AND GAS LEASE

FROM

_____

_____

TO

_____

_____

Dated _____, 19____

Lot ____ Block ____ Addition ____

Section ____ Township ____ Range ____

____ County ____

No. of acres ____ Term ____

STATE OF _____
COUNTY OF _____ } SS.

This instrument was filed for record on the ____ day of ____, 19____, at ____ o'clock ____M., and duly recorded in Book ____, Page ____ of the records of this office.

_____
County Clerk—Register of Deeds.

By _____
Deputy.

When Recorded
Return to _____

STATE OF _____
COUNTY OF _____ } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this ____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ President of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

_____

Notary Public

EXHIBIT "A"

Attached hereto and made a part of that certain Oil and Gas Lease dated the 8th day of December, 1985, by and between Inez P. Finnegan, also known as Inez Finnegan, a widow, Lessor and R. K. O'Connell, Lessee:

1. The consideration paid for this lease shall also constitute consideration for an option to the lessee, his successors and assigns, to extend the initial five year primary term for a second five-year term by the payment of an additional bonus of $25.00 per net mineral acre, said bonus to be deposited in the Depository Bank provided herein on or before the expiration of the initial five-year primary term. Payment of the said optional bonus amount shall constitute notice to lessor of exercise of the option. In the event lessee elects to exercise this option and makes the bonus payment provided for above, then all terms of this lease shall remain in full force and effect as if the original primary term was ten years except that the optional bonus payment shall be considered as including the 6th year rental payment and no separate 6th year rental payment need be made.

Signed for Identification this 8th day of December, 1985:

Inez P Finnegan
Inez P. Finnegan, a widow

210804

RECORDED March 3 1986 8:00 AM
IN BOOK 76 Ox & PAGE 417
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLewis

420

Producers 88
Western States

OIL AND GAS LEASE

THIS AGREEMENT made this 25th day of November 19 85 between First Wyoming Bank of Kemmerer, as Trustee of the Fear Family Trust, dated the 5th day of December, 1963, by Mae Jean Julian, Trust Officer 811 Pine Avenue, Kemmerer, Wyoming 83101 Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202 Lessee, WITNESSETH:

1. Lessor in consideration of ten and more Dollars ($ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to wit:

Township 28 North, Range 112 West, 6th P.M.
Section 1: Lots 14 (5.72), 15 (39.97), 16 (9.92), and the bed of the Green River riparian to Lots 14, 15 and 16;
Section 12: Lots 1 (19.00), 2 (21.02), 3 (11.60), 6 (6.20), 7 (43.95), 8 (48.52), 9 (47.98), 10 (41.66), 13 (34.79), 14 (47.45), and the bed of the Green River riparian to Lots 1, 2, 3, 6, 7, 8, 9, 10, 13 and 14;
Section 13: Lots 1 (46.91), 2 (31.65), 5 (37.52), 8 (37.58), 9 (9.50), 12 (44.02), SW¼SE¼, and the bed of the Green River riparian to Lots 1, 2, 5, 8, 9 and 12;
Section 24: Lots 1 (44.27), 2 (39.59), 3 (18.71), and the bed of the Green River riparian to Lots 1, 2 and 3;

Township 28 North, Range 111 West, 6th P.M.
Section 6: Lots 9 (37.56), 10 (15.94), S½NE¼, SE¼, SE¼SW¼, and the bed of the Green River riparian to Lots 9 and 10;

of Section _____ Township _____ Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1061.03 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XX~~ five (5) years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, ~~XXXXX~~ 1/6th of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of ~~XXXXX~~ 1/6th of the product so sold or used, provided that on product sold at the wells the royalty shall be ~~XXXXX~~ 1/6th of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in First Wyoming (Account # 007047) Bank of 811 Pine Avenue, Kemmerer, Wyoming 83101 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor), the sum of One Thousand Sixty One and 03/100ths Dollars ($ 1061.03), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental pay date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee shall promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

[redacted] [redacted] [redacted]

Form 1229 Jan-83

[redacted] [redacted] [redacted]

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

First Wyoming Bank of Kemmerer, as Trustee of the Fear Family Trust, dated the 5th day of December, 1963, by Mae Jean Julian, Trust Officer

Witness of Signature _____

ATTEST: Norma Chinsek
Secretary

Signatures
BY: Mae Jean Julian
Mae Jean Julian, Trust Officer

Address Mae Jean Julian, Trust Officer

Address _____

Taxpayer Identification or Social Security Number
83-6004592

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Wyoming
County of Lincoln ss.

On this 17th day of December in the year of 1985, before me, a Notary Public within and for said County and State, personally appeared First Wyoming Bank of Kemmerer, as Trustee of the Fear Family Trust, dated the 5th day of December, 1963, by Mae Jean Julian, Trust Officer known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her voluntary act and deed.

Stacy Weatherd
County of Lincoln
My Commission Expires: Nov. 16, 1987
Notary Public State of Wyoming

11-16-87
My Commission Expires:

Stacy Weatherd-Werner
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____
My Commission Expires:

_____
Notary Public

No. _____

OIL AND GAS LEASE

FROM _____

TO _____

Date _____, 19___

Section _____ Township _____ Range _____

County _____

No. of Acres _____ Term _____

STATE OF Wyoming ss. 210816
County of Sublette $6.00
This instrument was filed for record on the 4th
day of March, 1986
at 11:30 o'clock A M., and duly recorded
in book 76 page 420 of the
records of this office.
Lois J. Yake
County Clerk-Register of Deeds
by Carol A. Cheney
Deputy

Record and Mail to:

When Recorded _____
Return to:
Amoco Production Co.
P O. Box 800
Denver, Colorado 80201
Attn: Land Data

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ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, SPRINGFIELD OIL COMPANY
550 Petroleum Building
Denver, Colorado 80202

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

Amoco Production Company
P.O. Box 800
Denver, Colorado 80202

(hereinafter called Assignee) all right, title and interest in and to the oil and gas leases described in Exhibit "A" which is attached hereto and made a part hereof, together wiht the rights incident thereto and the personal property thereon. appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said leases,estates, rights and property, free and clear from all liens, encumbrances or adverse claims; That said leases are valid and subsisting leases on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full-force have been duly performed.

EXECUTED this 15th day of January, 1986.

SPRINGFIELD OIL COMPANY

ATTEST: SEAL

BY: Mary C. Sellers
Mary C. Sellers, Secretary

BY: Richard E. Martin
Richard E. Martin, President

STATE OF COLORADO
ss. Corporate Acknowledgment
COUNTY OF DENVER

On this 15th day of January, 1986, before me the undersigned, a Notary Public in and for said county, personally came Richard E. Martin, President of SPRINGFIELD OIL COMPANY to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said president and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at 2:00 p.m. in said county the day and year last above written.

My commission expires My Commission Expires August 9, 1988 550 Petroleum Bldg. Denver, Colorado 80202

Nancy Lou Enfield
NOTARY PUBLIC

210821

RECORDED March 4 1986 4:30 P M
IN BOOK 76 O & G PAGE 422
FEES $6.25 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

13-77-8
REVISED 8-1-52

LEASE SCHEDULE

EXHIBIT "A", PAGE 1 of 1 STATE OF Wyoming COUNTY OF Wyoming

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
1343-23B	Miriam J. Barlow Bailey formerly known as Miriam J. Barlow and Donald I. Bailey, wife and husband	Springfield Oil Company	12-4-85	Township 30 North, Range 112 West, 6th P.M. Section 29: NE¼NE¼,S½NE¼,SE¼;	280.00		
1343-23C	John Perry Barlow and Elaine Barlow, husband and wife	Springfield Oil Company	12-4-85	Township 30 North, Range 112 West, 6th P.M. Section 29: NE¼NE¼, S½NE¼,SE¼;	280.00		
1343-34	First Wyoming Bank of Kemmerer, as Trustee of the Fear Family Trust, dated the 5th day of December, 1963, by Mae Jean Julian, Trust Officer	Springfield Oil Company	11-25-85	Township 28 North, Range 112 West, 6th P.M. Section 1: Lots 14(5.72),15(39.97),16(9.92), and the bed of the Green River riparian to Lots 14,15 and 16; Section 12: Lots 1(19.00),2(21.02),3(11.60),6(6.20),7(43.95).8(48 52) 9(47.98),10(41.66),13(34.79),14(47.45), and the bed of the Green River riparian to lots 1,2,3,6,7,8,9,10,13 and 14; Section 13: Lots 1(46.91),2(31.65),5(37.52).8(37.58),9(9.50) 12(44 02). SW¼SE¼, and the bed of the Green River riparian to Lots 1.2 5.8 9 and 12 Section 24: Lots 1(44.27),2(39.59),3(18.71), and the bed of the Green River Riparian to Lots 1,2 and 3; Township 28 North, Range 111 West, 6th P.M. Section 6: Lots 9(37.56), 10(15.94), S½NE¼,SE¼, SE¼SW¼,and the bed of the Green River riparian to Lots 9 and 10;	1061.03		

66499---

423

424

No. 950CP-1 Rev. 1971.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of February, 19 86, by and between Shirley B. Luce of Big Piney, Wyoming 83113

party of the first part, hereinafter called lessor, (whether one or more) and GAS & OIL MANAGEMENT INC., of 7955 E. Arapahoe Ct., Englewood, Colorado 80112, party of the second part, hereinafter called lessee.

WITNESSETH: That the lessor for and in consideration of Ten and more Dollars in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, demises, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas and other hydrocarbons and including all other products produced therefrom; laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

TOWNSHIP 30 NORTH, RANGE 110 WEST OF THE SIXTH PRINCIPAL MERIDIAN
Section 19: $S\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$
Section 20: $NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$

including all minerals hereinabove named underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands owned or claimed by lessor, or which may hereafter be established to be owned by lessor, and also in addition to the above described land and rights, any and all strips or parcels of land, other than those constituting regulat governmental subdivisions, adjoining or contiguous to the above described land and owned or claimed by lessor, all of the foregoing land being hereinafter referred to as said land or leased premises. For the purpose of calculating the rental payments for which provision hereinafter is made, said land shall be treated as comprising 320.00 acres whether it actually comprises more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~ten~~ Five (5) years from this date (called primary term) and as long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations or reworking operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil, gas, casinghead gas or other hydrocarbons shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal ~~one-eighth (1/8)~~ One-Sixth 1/6 th part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

2. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of ~~one-eighth~~ 1/6 th of the gas sold or used, provided that on gas sold the royalty shall be one-eighth of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the lessed premises) or transports gas off the leased premises, Lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed. If a well capable of producing gas or gas and gas-condensate or distillate in paying quantities located on the leased premises (or on acreage pooled with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut-in and no gas or gas-condensate or distillate therefrom is sold or used off the premises for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease shall continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas-condensate or distillate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut-in, as royalty, an amount equal to annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period; provided that if gas or gas-condensate or distillate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the designated depository bank in the manner prescribed for the payment of delay rentals. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

3. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in First Wyoming Bank at Big Piney, Wyoming 83113, or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land or in the oil or gas or the rentals to accrue hereunder, the sum of THREE HUNDRED TWENTY & 00/100 Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well for a period of one year. In like manner and upon payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check, or draft, of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. If prior to discovery of oil or gas on said premises Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas all wells thereon should become incapable of producing for any cause, this lease shall not terminate if lessee commences operations for additional drilling or for reworking within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion of dry hole or cessation of production. If at the expiration of the primary term there is no well upon the leased premises capable of producing oil, gas, casinghead gas or other hydrocarbons, but lessee has commenced operations for drilling or reworking thereon, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil, gas, casinghead gas or other hydrocarbons, so long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them is produced from the leased premises.

5. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate herein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

6. Lessee shall have the free use of oil, gas, casinghead gas and water (regardless of the source) from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil, gas and casinghead gas shall be computed after deducting any so used.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations ~~to growing crops on~~ said land.

Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Not withstanding any actual or constructive knowledge of or notice to lessee, no change or division in the ownership of the lands, royalties, or rentals, however accomplished, shall be binding upon the lessee (except at lessee's option in any particular case), until sixty (60) days after lessee shall have been furnished with the original, a copy certified by the official recorder of the county where the land or some part thereof is located, or a photostat of the recorded instrument or instruments evidencing the change or transfer, including any intermediate transfer from the lessor or his assigns not theretofore furnished to lessee, and such change or transfer shall not affect any payments made prior to said date whether or not due. In case of death of any person entitled to receive royalties or rentals, the evidence of change in ownership shall consist of letters of administration or final decree of distribution of the estate of the decedent issued by a court of competent jurisdiction of the decedent's estate including his interest in the lands above described. Lessee may until such date continue to pay such royalties and rentals as if such change or transfer had not been made, or may pay the same according to the interests of record as disclosed by the last certification of an abstract in lessee's possession subsequent to the date of the lease, or at lessee's option, may suspend the payment thereof until sixty (60) days after such evidence is received. No change or division in the ownership of the land, royalties, or rentals shall operate to enlarge the obligations or diminish the rights of the lessee. No division of royalties shall be made effective except at the end of a calendar month. If the ownership of royalties becomes changed into separate divided portions of said land and the owner of any such royalty desires separate gauges for production from such separate tracts, he shall request the lessee to set separate measuring and receiving tanks and pay to the lessee in advance the lessee's estimated cost of procuring and setting such tanks and making the connections therefore; and unless and until such is done, lessee may pay such royalties to the separate owners jointly or may suspend payment until such time as said separate owners shall agree in writing upon an apportionment of such royalties and furnish lessee with the original agreement. In event of assignment of this lease as to a segregated portion or portions of said land, all rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. The acreage included in any assignment as recited therein in good faith shall be conclusive for the purpose of payment of rentals. Whether or not this lease be owned by one party or by two or more different parties, production under the terms of this lease, or drilling or reworking operations on any portion of the land above described, shall keep this lease in effect upon all the land herein leased. The lessee shall not be liable for the failure of any subsequent owner of this lease, in whole or in part, to perform the terms, conditions and obligations of this lease, express or implied. Offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating a trustee to receive payment for all.

8. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the request of lessee.

[redacted] [redacted] [redacted]

9. In addition to and not in limitation of the rights granted in paragraph 8 hereof, lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in lessee's discretion and judgment it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessee may elect provided that any such unit when completed shall be composed of tracts each of which is contiguous to, touches or corners with some one or more of the other tracts in the unit in such manner as to form one connected tract or unit, and provided, further, that any tracts included in any such unit separated only by a street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land shall be considered as contiguous, cornering or touching within the meaning of this paragraph. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed one hundred sixty-three (163) acres in surface area, and for production of dry or gas well gas or dry or gas well gas and condensate or distillate shall not exceed six hundred sixty (660) acres in surface area. If some larger unit for the production of oil and casinghead gas or dry or gas well gas or dry or gas well gas and condensate or distillate is permitted or prescribed by lawful authority, then in such event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any operations for the drilling of a well on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling operations on or production secured on lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder; provided, further, that any operations for drilling and completing a well on any such unit shall be deemed to be operations on the lands described in this lease and under the terms thereof regardless of whether said operations result in a well of the type covered in the instrument declaring such unit or a well of a type not covered by such instrument. In lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms of this lease.

10. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

13. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

15. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

16. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessors.

WHEREOF witness our hands as of the day and year first above written.

Shirley B. Luce

Shirley B. Luce S. S. # 520-42-2614

S. S. #

S. S. #

S. S. #

COLORADO AND WYOMING INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me this 28th day of FEBRUARY, 19 86,

by Shirley B. Luce.

Witness my hand and official seal.

KATHLEEN A. KENNEY NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

My commission expires: JANUARY 10, 1987

Kathleen A. Kenney
Notary Public

BIG PINEY, WYOMING 83113
Place of Residence

UTAH INDIVIDUAL ACKNOWLEDGMENT

STATE OF }
COUNTY OF } ss.

On the day of, 19, personally appeared before me

, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires:

Place of Residence

No.

OIL AND GAS LEASE

FROM

TO

210822 $6.00

State of Wyoming } ss.
Sublette County }

This instrument was filed for record on the 4th day of March, 1986,

at 12:00 o'clock, P M., and duly recorded

in Book 76, Page 424, of the records of this office.

Lois J. Yuke
County Clerk—Register of Deeds.

By Carol A. Cheney
Deputy.

When recorded return to

425

426

original

PARTIAL RELEASE OF ASSIGNMENT OF
OVERRIDING ROYALTY

WHEREAS, on the 26th day of May, 1977 a certain Assignment of Overriding Royalty was made and entered into by and between C. F. Braun & Co., 1000 South Fremont, Alhambro, California 91802, The Grayrock Corporation, 606 Mercantile Dallas Bldg., Dallas, Texas 75201, Adobe Oil and Gas Corporation, 717 United Bank Centre, Denver, Colorado 80290, NRM Petroleum Corporation, 900 Building of the Southwest, Midland, Texas 79701, and Petro-Search, Inc., 825 Petroleum Club Bldg., Denver, Colorado as Assignors,

and Floyd E. Murray, 11810 East Bates Circle, Denver, Colorado 80232 and L. A. Idler, 1100 Empire Savings Building, Denver, Colorado 80202 as Assignees,

covering among other lands the following land situate in the County of Sublette, Wyoming, to-wit:

SE/4SW/4 of Section 33, Township 28 North, Range 114 West, 6th P.M.

which tract is described in item 2, referencing United States Oil and Gas Lease Serial W-0317227-A, of Exhibit "A" to said Assignment of Overriding Royalty and containing 40 acres, more or less, said Assignment being recorded in the office of the County Clerk in and for said County in Book 54 of Oil and Gas, Page 275, and

WHEREAS, by Assignment dated April 2, 1979 recorded in Book 57 of O&G page 253 of the records of Sublette County, Wyoming, Floyd E. Murray assigned various leases including United States Oil and Gas Lease Serial W-0317227-A to Floyd Murray & Co. wherein the SE/4SW/4 Section 33, Township 28 North, Range 114 West was again described, and

WHEREAS, said SE/4SW/4 of Section 33, Township 38 North, Range 114 West, 6th P.M. was inadvertently described, was not a tract in which Assignors owned an interest, is not a part of the lands included in United States Oil and Gas Lease Serial W-0317227-A, and should not have been described in the Assignment and Assignees desires to surrender, release and declare said Assignment to be without force and effect insofar as it describes said tract,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Floyd E. Murray, individually, Floyd Murray & Co., and L. A. Idler for and in consideration of the premises and other good and valuable consideration do hereby release and surrender any right, title and interest in and to said SE/4SW/4 Section 33, Township 28 North, Range 114 West, Sublette County, Wyoming.

IN WITNESS WHEREOF, the parties hereto execute this Partial Release of Assignment of Overriding Royalty this 24th day of February, 1986, to be effective, however, as of the 26th days of May, 1977.

Floyd E. Murray
FLOYD E. MURRAY

L. A. IDLER

Attest:

FLOYD MURRAY & CO.

BY Floyd Murray

Title A GENERAL PARTNER

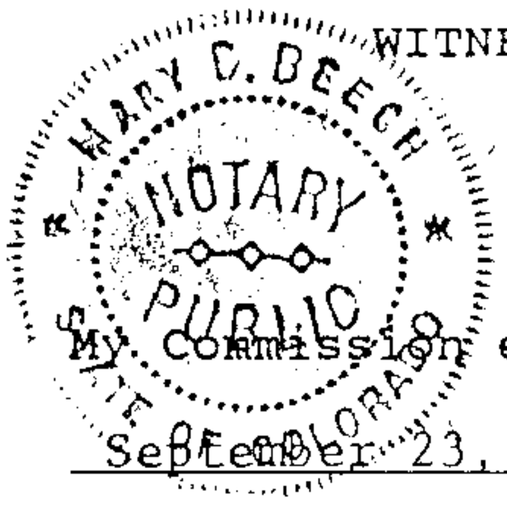
210824

RECORDED March 4 1986 2:30 PM
IN BOOK 76 Oil & G PAGE 426
FEES $ 7.25 Louise Yabe COUNTY CLERK
SUBLETTE CO[redacted]INEDALE, WYOMING

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Floyd E. Murray this 24th day of February, 1986.

WITNESS my hand and official seal.



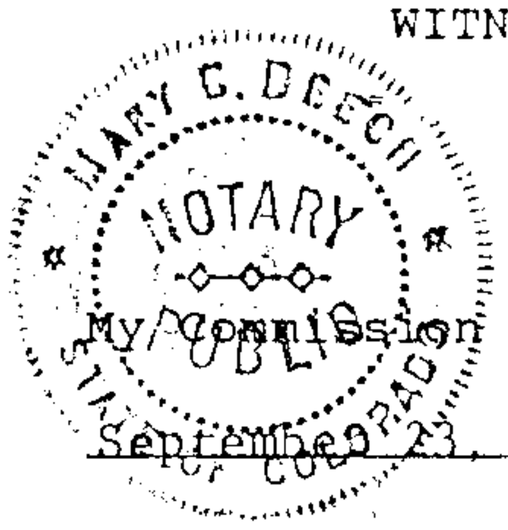
Mary C. Beech
Notary Public

My commission expires:
September 23, 1989

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by L. A. Adler this 24th day of February, 1986.

WITNESS my hand and official seal.



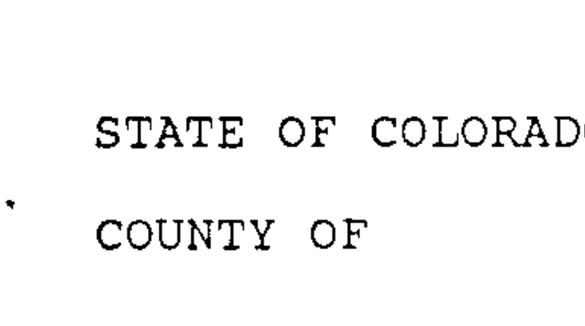
Mary C. Beech
Notary Public

My Commission expires:
September 23, 1989

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by Floyd Murray as a general partner of Floyd Murray & Co. this 24th day of February, 1986.

WITNESS my hand and official seal.



Mary C. Beech
Notary Public

My Commission expires:
September 23, 1989

Digital 8

CORRECTION OF ASSIGNMENTS OF OVERRIDING ROYALTY

This instrument, given to correct assignments of overriding royalty, is effective as of the 24th day of February 1986.

Through two instruments dated February 1, 1979, C F Braun & Co., Dyco Petroleum Corporation, and Petroleum, Inc. conveyed certain overriding royalty interests to Floyd E. Murray and L. A. Idler.

The first instrument, relating to Federal Oil and Gas Lease W-0320214, is recorded in the records of Sublette County, Wyoming at Book 57 Oil and Gas, Pages 235-238, Reception Number 172670.

The second instrument, relating to Federal Oil and Gas Lease W-43217, is recorded in the records of Sublette County, Wyoming at Book 57 Oil and Gas, Pages 239-242, Reception Number 172671.

However, as recorded in Sublette County, Wyoming, the Exhibit A for the instrument relating to W-0320214 (Reception Number 172670) was attached to the instrument relating to Federal Oil and Gas Lease W-43217 (Reception Number 172671) and vice versa. This is evidenced by the references to the federal oil and gas lease numbers on the base documents when compared to such lease numbers set forth in the exhibits. Correct assignments are of record in the respective lease files of the Bureau of Land Management, United States Department of the Interior, Cheyenne, Wyoming.

NOW, THEREFORE, for value received, it is agreed as follows:

1. The Assignment of Overriding Royalty from C F Braun & Co., Dyco Petroleum Corporation and Petroleum, Inc. to Floyd E. Murray and L. A. Idler, as evidenced by instrument dated February 1, 1979, filed of record in the records of the Bureau of Land Management pertaining to Federal Oil and Gas Lease Number W-0320214 covering the following described lands:

Township 29 North, Range 114 West, 6th P.M.
Sublette County, Wyoming

Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Section 35: Lots 1, 2, 3, 4, N/2, N/2S/2

Containing 1302.04 acres, more or less;

is the true and correct Assignment of Overriding Royalty. To the extent that the instrument as recorded in the records of Sublette County, Wyoming, Reception Number 172670, contains an incorrect Exhibit A, such exhibit shall be and hereby is corrected to be the same as attached to such instrument in the official Bureau of Land Management records pertaining to said oil and gas lease.

2. The Assignment of Overriding Royalty from C F Braun & Co., Dyco Petroleum Corporation, and Petroleum, Inc. to Floyd E. Murray and L. A. Idler, as evidenced by instrument dated February

210825

RECORDED March 4 1986 2:30 PM
IN BOOK 76 Dr & P PAGE 428
FEES $ 8.50 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] Kathy McClure [redacted]

1, 1979, filed of record in the records of the Bureau of Land Management pertaining to Federal Oil and Gas Lease Number W-43217 covering the following described lands:

Township 28 North, Range 114 West, 6th P.M.

Section 8: Lot 1 (NE/4NE/4)

Containing 39.97 acres, more or less;

is the true and correct Assignment of Overriding Royalty. To the extent that the instrument as recorded in the records of Sublette County, Wyoming, Reception Number 172671, contains an incorrect Exhibit A, such exhibit shall be and hereby is corrected to be the same as attached to such instrument in the official Bureau of Land Management records pertaining to said oil and gas lease.

3. Notwithstanding that this instrument shall be effective as of the date first above written, the correction of the original assignments of overriding royalty shall be deemed to have occurred such that the correct exhibits will be considered to be in place as of the effective date of the two referenced assignments of overriding royalty.

4. The provisions hereof shall extend to and be binding upon the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this Correction of Assignments of Overriding Royalty has been executed effective as of the date first above written.

Floyd E. Murray

L. A. Idler

FLOYD MURRAY & CO

By Floyd E. Murray

Title Agent and Partner

STATE OF COLORADO]
] SS:
COUNTY OF ARAPAHOE]

The foregoing instrument was acknowledged before me by FLOYD E. MURRAY, this 24th day of February 1986.

WITNESS my hand and official seal.

My commission expires:
September 23, 1989

Notary Public

STATE OF COLORADO]
] SS:
COUNTY OF ARAPHAOE]

The foregoing instrument was acknowledged before me by L. A. IDLER this 24th day of February 1986.

WITNESS my hand and official seal.

My commission expires:
September 23, 1989

Notary Public

STATE OF COLORADO]
] SS:
COUNTY OF ARAPAHOE]

The foregoing instrument was acknowledged before me by FLOYD MURRAY as a General Partner of FLOYD MURRAY & CO. this 24th day of February 1986.

My commission expires:
September 23, 1989

Notary Public

CORRECTION ASSIGNMENT

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
WY-11603

Lease effective date
April 1, 1968

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, Texas 77252

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 114 West, 6th P.M.
Sublette County, Wyoming
Section 21: NE/4

Containing 160.00 acres, more or less, insofar, and only insofar as said operating rights pertain to all depths, intervals and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,802 feet in the Fogarty Creek No. 11-24 Well, in Section 24, Township 28 North, Range 115 West, 6th P.M.

This assignment supersedes and replaces that certain Assignment dated January 1, 1983, by and between Belco Petroleum Corporation as "Assignor," and Exxon Corporation as "Assignee."

210851

RECORDED March 6 1986 8:00 AM
IN BOOK 76 Oil PAGE 431
FEE $8.00 Lana York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor (10% - 4.00% x 50%)	3.00% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	4.00% of 8/8ths

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.
This assignment is made without warranty of title expressed or implied and subject to the Unit Agreement and Unit Operating Agreement for the Fogarty Creek Unit Area.
I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of February, 19 86.

BELCO PETROLEUM CORPORATION

R M Chiste
(Assignor's Signature)

R. M. Chiste,
Agent and Attorney-in-Fact

10,000 Old Katy Road, Suite 100
(Assignor's Address)

Houston Texas 77055
(City) (State) (Zip Code)

1380-003

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

431

_____ _____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord-

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 28th day of February, 19 86.

EXXON CORPORATION
BY: [signature]
(Assignee's Signature)

Omer R. Humble
Attorney-in-Fact

P. O. Box 2305
(Assignee's Address)

Houston Texas 77252
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this [redacted] ired to obtain a benefit.

State of Texas)
County of Harris)

The foregoing instrument was acknowledged before me this 13th day of February, 1986 by R. M. Chiste, Agent and Attorney-in-Fact for Belco Petroleum Corporation.

Witness my hand and official seal.
My commission expires: DEBRA J. DENNIS
Notary Public in and for the State of Texas
My Commission Expires December 14, 1987

Debra J. Dennis
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Omer R. Humble, as Attorney-in-Fact of Exxon Corporation, this 28th day of February, 1986.

WITNESS my hand and official seal.

My commission expires:
January 10, 1990

D. Joan Wixson
Notary Public
750 West Hampden
Englewood, CO 80110

661812 001

434

ASSIGNMENT AFFECTING LEASE NO. USA W-46968
Ref. # WY-60,737

Jack J. Grynberg, 5000 So. Quebec Street, Suite 500,
Denver, Colorado 80237

hereinafter referred to as Assignor, for valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over to Dean S. Smernoff, hereinafter referred to as Assignee, all of Assignor's right, title and interest of whatsoever kind of nature, including and not by way of limitation, all royalty, over-riding royalty, production or other payments, rights of reversion or right to reacquire in and to the following oil and gas lease insofar as said lease covers the following described lands, to-wit:

TOWNSHIP 27 NORTH, RANGE 108 WEST
Section 19: SE¼
Section 20: NW¼

Sublette County, Wyoming

210866

RECORDED March 7 1986 8:00 A M
IN BOOK 76 Misc PAGE 434
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Assignee certifies that he/she is:
Over 21 years of Age
A citizen of the United States
The sole party in interest in this assignment
His/Her interest in oil and gas leases does not exceed the limitation provided by 30 U.S.C. 184 (d).

This Assignment is made without warranty of title, either expressed or implied.

Dated this 1st day of April 1984

ACCEPTED BY

Assignee Dean G. Smernoff
Address: 3950 Morrison Road
Denver, Colo. 80219

Jack J. Grynberg

Celeste C. Grynberg, Spouse

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 1st day of April, 1984, by Jack J. Grynberg, Celeste C. Grynberg & Dean G. Smernoff

WITNESS my hand and official seal.

My commission expires: My Commission Expires 2-6-88
5000 S. Quebec #445
Denver, Colo. 80237

Notary Public

OIL AND GAS FORM NO. 8

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-90686

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That EARP'85
Suite 810-40, 123 West 1st. Street
Casper, WY 82601
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Thomas A. Galles	3606 Ridgecrest, Casper, WY 82601	.5126%
John B. Hall	1220 Cornwall, Casper, WY 82609	.3779%
Virginia F. VanDeventer	c/o G.G.Flagg, 5756 E. Hinsdale Place Englewood, CO 80112	.1095%

Being in all a total of an undivided One percent of eight-eighths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T29N - R109W, 6th P.M.
Sec. 6: Lots 1,2,3,4,5,6,7, S½NE¼ SE¼NW¼, E½SW¼, SE¼
8: ALL
18: Lots 1,2,3,4, E½, E½W½

210867

RECORDED March 7 1986 8:00A M
IN BOOK 76 Ov&P PAGE 435
FEES $4.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

of Section Township Range containing 1965.35 acres more or less,
WITNESS our hands this 5th day of March, 1986

Witnesses:

Kathy Sleeger
Kathy Sleeger

EARP'85
Thomas A. Galles
Thomas A. Galles, Partner

State of WYOMING }
County of NATRONA } ss

The foregoing instrument was acknowledged before me by
Thomas A. Galles, Partner in EARP'85
this 5th day of March, 1986

Witness my hand and official seal.
Deborah Lynn Jay - Notary Public
County of Natrona State of Wyoming
My Commission Expires June 18, 1988

My Commission Expires

Deborah Lynn Jay
Notary Public
County of Natrona State of Wyoming
My Commission Expires June 18, 1988

435

RELEASE OF OIL AND GAS LEASE 210885

KNOW ALL MEN BY THESE PRESENTS, That the undersigned does hereby release, surrender and abandon all right, title and interest in and to a certain lease for oil and gas mining purposes dated December 1, 1975, executed by United States of America (W-52798)

as Lessor(s), and Greta M. Green

as Lessee, which lease is shown in the records provided by law for the recording of instruments relating to real property, in County of Sublette State of Wyoming, as assigned in Book 52 at Page 211, only insofar as said lease covers the following described land in said County and State, to-wit:

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 10th day of March, 1986, at 10:30 o'clock A M., and duly recorded in book 76 O&G Page 436, of the records of this office.

Louise Yoder by Dorothy McClure
County Clerk or Register of Deeds.

When recorded $4.00

Return to FARMERS UNION CENTRAL EXCHANGE, INC.
P. O. Box 21479
Billings, Montana 59104

Township 28 North-Range 111 West, 6th P.M.
Section 25: S½

Being 320.00 acres, more or less.

Executed this 6th day of March, 19 86.

FARMERS UNION CENTRAL EXCHANGE, INCORPORATED

By: J. R. Keating
J. R. Keating Assistant Secretary

STATE OF MONTANA }
COUNTY OF YELLOWSTONE } ss.

On this 6th day of March, A. D. 19 86, before me personally appeared J. R. Keating, to me personally known, who, being by me duly sworn, did say that he is the Assistant Secretary of FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. R. Keating acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal the day and year in this certificate above written.

Pauline B. Pearson, Notary Public

My Commission expires February 1, 1989 Residing at: Billings, Montana

NY-5359-A

PLEASE RETURN TO:
Mobil Oil Corporation
P O. Box 5444
Denver, CO 80217
Attn: Title Records Section

BLANKET RELEASE OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That MOBIL OIL CORPORATION, authorized to transact business in the State of Wyoming, does hereby release, remise and relinquish unto the owners entitled thereto, their heirs, administrators, successors and assigns all of its right, title and interest in and to those certain leases covering the lands specifically described in Exhibit "A" lying and being situated in Sublette County, Wyoming.

IN WITNESS WHEREOF, MOBIL OIL CORPORATION, has caused these presents to be duly executed on this the 4th day of March, 1986.

210886

MOBIL OIL CORPORATION

RECORDED March 10 1986 10:30 A M
IN BOOK 76 Deeds PAGE 437
FEES $6.25 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLaurie

By C E Reny
Attorney in Fact
C. E. Reny

THIS INSTRUMENT WAS PREPARED BY MOBIL OIL CORPORATION, P. O. BOX 5444 T.A., DENVER, COLORADO 80217.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On March 4th, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. E. Reny known to me to be the person whose name is subscribed to the within instrument as an attorney in fact of MOBIL OIL CORPORATION, and acknowledged to me that he subscribed the name of MOBIL OIL CORPORATION, thereto as principal and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Carol Hogan
Notary Public in and for said County & State

My Commission Expires May 18, 1989

437

EXHIBIT "A"

LEASE NO.	DATED	LESSOR	LESSEE	RECORDED BOOK	RECORDED PAGE
WY-5359-A	10-27-79	Cross Lazy Two Land & Livestock Co., Inc.	Mobil	58	362
WY-5359-B	10-27-79	Frances M. Johnson	"	58	365

438

Form 88—([redacted] Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 4th day of November, 19 85
between Pearl Spencer, a/k/a Pearl Budd Spencer and Charles F. Spencer, wife and husband
Big Piney, WY 83113

hereinafter called lessor,

and BWAB Incorporated, 1801 California St., Suite 1000, Denver, CO 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided~~, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, ~~and for housing and boarding employees~~, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

Township 31 North, Range 113 West, 6th PM
Section 26: SE¼SE¼

RECORDED March 10 1986 8:30 A M
IN BOOK 76 ORD PAGE 439
FEES $8.00 Lou Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

This agreement is subject to an addendum attached hereto as Exhibit "A"

210887

and containing 40.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of one (1) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to ~~the delay rental as provided in paragraph (5) hereof~~, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

~~5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the _____ day of _____, 19 _____, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the _____ Bank at _____, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of _____ Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.~~

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to ~~growing crops~~ on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby ~~warrants and agrees to defend the title to the land herein described and~~ agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

~~13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described included in such unit in the same manner as though produced from the above described land under the terms of this lease.~~

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

Pearl Budd Spencer
Pearl Spencer, a/k/a Pearl Budd Spencer

SS# 580-36-8114

Charles F. Spencer
Charles F. Spencer

439

*one dollar ($1.00) per net acre

EXHIBIT "A"

Exhibit "A" attached to and made a part of that certain oil and gas lease dated November 4, 1985 by and between Pearl Spencer, a/k/a Pearl Budd Spencer and Charles F. Spencer, wife and husband of Big Piney, Wyoming as Lessor and BWAB Incorporated of 1801 California St., Suite 1000, Denver, Colorado 80202 as Lessee.

"1. This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by BWAB Incorporated, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

2. Lessee agrees that if a well is drilled on the leased premises which is not productive of oil or gas, and is only productive of water, then Lessee shall, only after Lessee, its successors, assigns, or farmout parties have elected to abandon said well, before abandoning such well, notify Lessor or his agent, and if Lessor shall desire to take over said well as a water well, he shall, within 12 hours after such notice, pay Lessee the salvage value of the equipement in said well, fixed by Lessee, and hold Lessee thereafter harmless from any and all claims or causes of action arising out of Lessors operations including reasonable attorneys fees actually incurred by Lessee in defense or litigation of said claims or causes of actions. Lessor shall in addition, release Lessee of any obligation with respect to said lease and well including any lawful regulation or order of any governmental agency pertaining thereto. Under no circumstances shall Lessee be required to condition the well for a water well in lieu of plugging and abandonment.

3. Lessee's privilege of paying a shut-in royalty, as provided in paragraph 4 of the attached lease, may not be exercised to extend this lease beyond the later of two years after the completion of such shut-in well or two years after the expiration of the primary term hereof.

4. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of Lessor, provided, however, this provision shall not be construed to give Lessee any interest in any water right owned by Lessor or to give Lessee a senior water right to Lessor on said lands.

5. Lessee shall provide Lessor, upon request, with any information in its possession concerning water sands or zones encountered by Lessee in its drilling on the lands described herein.

6. No refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the Lessor and reasonable compensation therefor.

7. When requested, Lessee shall fence all sump holes.

8. Upon expiration or sooner termination of this lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to nearly as practicable its original condition.

9. Lessee understands that the mineral and surface estate of the described lands are severed and that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances, and Lessor makes no assurances with respect to the use of the surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

10. Where the term of one-eighth (1/8th) appears in this lease, it shall be amended to read fifteen percent (15%).

11. Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or [redacted] for the drilling or oper[redacted] of one well, or for obta[redacted]

the maximum allowable production from one well. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit."

LESSOR:
Signed for identification:

Pearl Budd Spencer
Pearl Spencer, a/k/a Pearl Budd Spencer

Charles F. Spencer
Charles F. Spencer

LESSEE:
BWAB Incorporated

By: William R. Lee
Title: S. Landman

Printed by P&M Printing (303) 893-1681

STATE OF Wyoming }
COUNTY OF Gillette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of December, 19 85, personally appeared Pearl Budd Spencer and Charles F. Spencer

and _____, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires January 10, 1987

Kathleen A. Long
Notary Public.

Address: Big Horn, Wyoming 82833

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____

day of _____, 19____, personally appeared _____

441

ASSIGNMENT OF PRODUCTION PAYMENT

SERIAL NO. W 60093

KNOW ALL MEN BY THESE PRESENTS:

THAT STEWART CAPITAL CORPORATION , hereinafter called "ASSIGNOR" for and in consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto DANIEL P. HAERTHER, 1005 East Illinois Road, Lake Forest, Illinois, 60045, hereinafter called "ASSIGNEE", his successors and assigns an undivided TWENTY-SIX PERCENT OF THIRTY FIVE PERCENT (26.00% of 35.00%) INTEREST in that certain Production Payment reserved by "ASSIGNOR" in Assignment of Oil and Gas lease dated XXX
to William S. Schicktanz, 821-17th St., Denver, CO 80202
in which "ASSIGNOR" herein reserved a production payment of $ 2000.00 per acre out of 5 (FIVE) % of all production.

"ASSIGNOR" therein also reserved to itself in the Assignment referred to above certain Re-Assignment rights. "ASSIGNOR" also agrees to Assign an undivided TWENTY-SIX PERCENT OF THIRTY-FIVE PERCENT (26.00% of 35.00%) INTEREST in any Assignment or Re-Assignment to which it might become entitled under such provisions in the Assignment to William S. Schicktanz detailed above.

Lands involved in this Assignment are situated in Sublette County, State of Wyoming To Wit:

T 28 N, R 105 W, 6th PM
Sec. 20: SE¼
Sec. 28: N½, N½SW¼, SW¼SW¼, SE¼
Sec. 29: E½
Sec. 31: NE¼
Sec. 32: W½, SE¼

T 28 N, R 106 W, 6th PM
Sec. 10: N½, SE¼
Sec. 14: W½

And contain 2520.00 acres, more or less

Dated this 6 day of February 1986

Philip C. Bowers, President
Stewart Capital Corporation
Attest: Patricia L. Heaven

c/o Philip C. Bowers
Merrill Lynch Capital Markets
One Liberty Plaza
New York, New York 10080

State of ~~New York~~ Virginia
County of ~~New York~~ Albemarle

On this 6 day of feb, 1986, before me personally appeared Philip C. Bowers, to me personally known, who, being by me duly sworn, did say that he is the President of Stewart Capital Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Philip C. Bowers acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6 day of feb. 1986.

Patricia L. Heaven
Notary Public

Seal

My commission expires: [redacted]

210910

RECORDED March 11 1986 8:00 AM
76 Oil
[redacted] PAGE 1111
[redacted] COUNTY [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 1 day of March, 19 86

Daniel P. Haerther

(Assignee's Signature)

Daniel P. Haerther

(Assignee's Address)

1005 East Illinois Road
Lake Forest, Illinois 60045

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

444

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-9578

Lease effective date
December 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 4.50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 114 West, 6th P.M.

Section 3: Lots 7, 8, 9, 10, 15, 16, 17, 18
Section 4: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20
Section 5: Lots 5, 6, 13, 20, S½NE¼, NW¼SE¼
Section 9: N½
Section 10: NW¼

containing 1660.69 acres, more or less.
Sublette County, Wyoming.

210911

RECORDED March 11 1986 8:00 A
IN BOOK The Ore PAGE 444
FEE 8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

*Operating rights from below the base of the Nugget Formation being the stratigraphic equivalent of 12,154 feet as penetrated by the Humble #2 Hoback II Unit Well, located in the NE¼SE¼ of Section 15, Township 28 North, Range 115 West, Sublette County, Wyoming.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	*4.50%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of February, 19 86.

TEXACO PRODUCING INC.

(Assignor's Signature)

Attorney-in-Fact

P.O. Box 2100
(Assignor's Address)

Denver Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) _____ (Date)

NOTE: [redacted] may be reproduced provided that copies are [redacted] 66 [redacted] 001

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.

Of the age of majority in the State where the lands to be assigned are located.

In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

xecuted this 4TH day of MAR 0 5 1986, 19 .

EXXON CORPORATION

(Assignee's Signature)

OMER R. HUMBLE
Attorney-in-Fact

P. O. BOX 2305
(Assignee's Address)

HOUSTON, TX 77252
(City) (State) (Zip Code)

CO & WY - Attorney-in-Fact
Texaco Producing Inc.

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of February, 1986, by J.A. Schell, the Attorney-in-Fact of TEXACO PRODUCING INC., a corporation.

WITNESS My hand and official seal.

GINA DOERNER NOTARY PUBLIC STATE OF COLORADO

Gina Doerner
Gina Doerner, Notary Public
Residing at: 4601 DTC Blvd.
Denver, Colorado 80237

My commission expires: August 19, 1989

regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

he Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
his information is being collected pursuant to the law (43 CFR 3106–3(c)).
his information will be used to create a record of lease assignment.
esponse to this request is required to obtain a benefit.

GPO 836 - 844

RIDER

Attached to and made a part of that certain Assignment Affecting Operating Rights to Oil and Gas Lease W-9578, dated February 14, 1986 between Texaco Producing Inc., as Assignor and Exxon Corporation, as Assignee.

This Assignment Affecting Operating Rights is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto, between Chandler & Associates, Inc., and Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. In addition, the interest herein assigned and the quantity thereof, is subject to and governed by all Division Orders, stipulations of interest or other documents executed by either Western Crude Oil, Inc., Reserve Oil, Inc: or Chandler & Associates, Inc., and to the terms and conditions of agreements between Chandler & Associates, Inc., and third parties, whether recorded or not, executed by Chandler & Associates, Inc. and pertaining directly or indirectly to the leases herein assigned. And again, without limiting the generality of the foregoing, this Assignment is subject to the terms and conditions of:

(a) The original Oil and Gas Leases;

(b) All prior Assignments thereof.

The Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 approved and effective May 28, 1975.

ORR

STATE OF COLORADO
COUNTY OF ARAPAHOE } SS.

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by OMER R. HUMBLE
of EXXON CORPORATION as ATTORNEY-IN-FACT
this 5th day of MARCH 1986

WITNESS my hand and official seal.

My commission expires
Feb. 19, 1989

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidahl
Notary Public

Business address:
750 W. Hampden Avenue
Englewood, CO 80110

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-26615

Lease effective date
December 1, 1970

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 4.50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 114 West, 6th P.M.

Section 5: SW¼SE¼

containing 40 acres, more or less.
Sublette County, Wyoming

210912

RECORDED: March 11 1986 8:00 A.M.
IN BOOK 76 Oil & Gas PAGE 447
FEE $ 8.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

* Operating rights from below the base of the Nugget Formation being the stratigraphic equivalent of 12,154 feet as penetrated by the Humble #2 Hoback II Unit Well, located in the NE¼SE¼ of Section 15, Township 28 North, Range 115 West, Sublette County, Wyoming.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	*4.50%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of February, 19 86.

TEXACO PRODUCING INC.

(Assignor's Signature)

Attorney-in-Fact

P.O. Box 2100
(Assignor's Address)

Denver Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

447

660181 8001

4/48

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.

Of the age of majority in the State where the lands to be assigned are located.

In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

ecuted this day of MAR 0 5 1986 , 19

EXXON CORPORATION

(Assignee's Signature)

P. O. BOX 2305

(Assignee's Address)

MER R. HUMBLE
Attorney-in-Fact

HOUSTON, TX 77252

(City) (State) (Zip Code)

e 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United es any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CO & WY - Attorney-in-Fact
Texaco Producing Inc.

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of February, 1986, by J.A. Schell, the Attorney-in-Fact of TEXACO PRODUCING INC., a corporation.

Witness my hand and official seal.

GINA DOERNER NOTARY PUBLIC STATE OF COLORADO

Gina Doerner
Gina Doerner, Notary Public
Residing at: 4601 DTC Blvd.
Denver, Colorado 80237

My commission expires: August 19, 1989

he Paperwork Reduction Act of 19[illegible] (44 U.S.C. 3501 et seq.) requires us to inform you that:
his info[illegible] being collected pursuant to the law (43 CFR 3106–3(c)).
his info[illegible] create a record of lease assignment.
esponse to this requ[illegible]uired to obtain a benefit.

RIDER

Attached to and made a part of that certain Assignment Affecting Operating Rights to Oil and Gas Lease W-26615, dated February 14, 1986 between Texaco Producing Inc., as Assignor and Exxon Corporation, as Assignee.

This Assignment Affecting Operating Rights is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto, between Chandler & Associates, Inc., and Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. In addition, the interest herein assigned and the quantity thereof, is subject to and governed by all Division Orders, stipulations of interest or other documents executed by either Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., and to the terms and conditions of agreements between Chandler & Associates, Inc., and third parties, whether recorded or not, executed by Chandler & Associates, Inc. and pertaining directly or indirectly to the leases herein assigned. And again, without limiting the generality of the foregoing, this Assignment is subject to the terms and conditions of:

(a) The original Oil and Gas Leases;

(b) All prior Assignments thereof.

The Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 approved and effective May 28, 1975.

STATE OF COLORADO } SS.
COUNTY OF ARAPAHOE }

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by OMER R. HUMBLE ATTORNEY-IN-FACT of EXXON CORPORATION this 5th day of MARCH, 1986.

WITNESS my hand and official seal.

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidahl
Notary Public

My commission expires:
Feb. 19, 1989

Business address:
750 W. Hampden Avenue
Englewood, CO 80110

661818 001

450

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-2120

Lease effective date
November 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 2.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 114 West, 6th P.M.

Section 15: SW¼
Section 22: SW¼

containing 320.00 acres, more or less.
Sublette County, Wyoming.

210913

RECORDED March 11, 1986 8:00 A.M.
IN BOOK 76 Oil & Gas PAGE 450
FEES $8.00 Laura J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

*Operating rights from below the base of the Nugget Formation being the stratigraphic equivalent of 12,154 feet as penetrated by the Humble #2 Hoback II Unit Well, located in the NE¼SE¼ of Section 15, Township 28 North, Range 115 West, Sublette County, Wyoming.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	*2.25%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.50%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of February, 19 86.

TEXACO PRODUCING INC.

J. A. Pitcher
(Assignor's Signature)
Attorney-in-Fact

P.O. Box 2100
(Assignor's Address)

Denver Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: [redacted] reproduced provided that copies are [redacted] ductions on one sheet of [redacted] 661 [redacted] 091 in accord-

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.

Of the age of majority in the State where the lands to be assigned are located.

In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this MAR 0 5 1986 day of , 19

EXXON CORPORATION

(Assignee's Signature)

OMER R. HUMBLE
Attorney-in-Fact

P. O. BOX 2305
(Assignee's Address)

HOUSTON, TX 77252
(City) (State) (Zip Code)

18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United s any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CO & WY - Attorney-in-Fact
Texaco Producing Inc.

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of February, 1986, by J.A. Schell, the Attorney-in-Fact of TEXACO PRODUCING INC., a corporation.

WITNESS My hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

Gina Doerner
Gina Doerner, Notary Public
Residing at: 4601 DTC Blvd.
Denver, Colorado 80237

My commission expires: August 19, 1989

Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
s information is being collected pursuant to the law (43 CFR 3106–3(c)).
s information will be used to create a record of lease assignment.
ponse to this request is required to obtain a benefit.

451

GPO 836 · 844

RIDER

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights to Oil and Gas Lease dated February 14, 1986 and affecting Federal Oil and Gas Lease W-2120, between Texaco Producing Inc., as Assignor and Exxon Corporation, as Assignee.

This Assignment Affecting Operating Rights is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto, between Chandler & Associates, Inc., and Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. In addition, the interest herein assigned and the quantity thereof, is subject to and governed by all Division Orders, stipulations of interest or other documents executed by either Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., and to the terms and conditions of agreements between Chandler & Associates, Inc., and third parties, whether recorded or not, executed by Chandler & Associates, Inc. and pertaining directly or indirectly to the leases herein assigned. And again, without limiting the generality of the foregoing, this Assignment is subject to the terms and conditions of:

(a) The original Oil and Gas Leases;

(b) All prior Assignments thereof.

The Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 approved and effective May 28, 1975.

STATE OF COLORADO }
COUNTY OF ARAPAHOE } SS.

(Corporation—Attorney in Fact -- Wyo.)

The foregoing instrument was acknowledged before me by OMER R. HUMBLE
ATTORNEY-IN-FACT
as
of EXXON CORPORATION
this of 5th day of MARCH, 1986

JANE L. SPIDAHL
NOTARY PUBLIC
STATE OF COLORADO

WITNESS my hand and official seal.

Jane L. Spidahl
Notary Public

My commission expires:
Feb. 19, 1989

Business address:
750 W. Hampden Avenue
Englewood, CO 80110

[redacted] [redacted] 661[redacted]001

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-11603

Lease effective date
April 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 2.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 114 West, 6th P.M.

Section 21: NE¼, SE¼

containing 320.00 acres, more or less.
Sublette County, Wyoming.

210914

Filed for record the 11 day of Mar A.D. 19 86 8:00 A.M.
and recorded in Book 76 of Oil & Gas on page 453
Fee $ 8.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy McClure

*Operating rights from below the base of the Nugget Formation being the stratigraphic equivalent of 12,154 feet as penetrated by the Humble #2 Hoback II Unit Well, located in the NE¼SE¼ of Section 15, Township 28 North, Range 115 West, Sublette County, Wyoming.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	*2.25%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of February, 19 86.

TEXACO PRODUCING INC.

(Assignor's Signature)

Attorney-in-Fact

P.O. Box 2100
(Assignor's Address)

Denver Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

453 (Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

661812-001

454

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.

Of the age of majority in the State where the lands to be assigned are located.

In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

xecuted this day of MAR 0 5 1986 , 19

EXXON CORPORATION

(Assignee's Signature)

OMER R. HUMBLE
Attorney-in-Fact

P. O. BOX 2305
(Assignee's Address)

HOUSTON, TX 77252
(City) (State) (Zip Code)

e 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United es any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CO & WY - Attorney-in-Fact
Texaco Producing Inc.

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of February, 1986, by J.A. Schell, the Attorney-in-Fact of TEXACO PRODUCING INC., a corporation.

WITNESS My hand and official seal.

GINA DOERNER NOTARY PUBLIC STATE OF COLORADO

Gina Doerner
Gina Doerner, Notary Public
Residing at: 4601 DTC Blvd.
Denver, Colorado 80237

My commission expires: August 19, 1989

Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
s information is bei[redacted] pursuant to the law (43 CFR 3106–3(c)):
s information will b[redacted] te a record of lease assignment.
ponse to this req[redacted] to obtain a benefit.

RIDER

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights to Oil and Gas Lease dated February 14, 1986 and affecting Federal Oil and Gas Lease W-11603, between Texaco Producing Inc., as Assignor and Exxon Corporation, as Assignee.

This Assignment Affecting Operating Rights is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto, between Chandler & Associates, Inc., and Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. In addition, the interest herein assigned and the quantity thereof, is subject to and governed by all Division Orders, stipulations of interest or other documents executed by either Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., and to the terms and conditions of agreements between Chandler & Associates, Inc., and third parties, whether recorded or not, executed by Chandler & Associates, Inc. and pertaining directly or indirectly to the leases herein assigned. And again, without limiting the generality of the foregoing, this Assignment is subject to the terms and conditions of:

(a) The original Oil and Gas Leases;

(b) All prior Assignments thereof.

The Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 approved and effective May 28, 1975.

STATE OF COLORADO } SS.
COUNTY OF ARAPAHOE }

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by OMER R. HUMBLE as ATTORNEY-IN-FACT of EXXON CORPORATION this 5th day of MARCH, 1986.

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

WITNESS my hand and official seal

Janae L. Spidahl
Notary Public

My commission expires:
Feb. 19, 1989

Business address:
750 W. Hampden Avenue
Englewood, CO 80110

456

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-20038

Lease effective date
March 1, 1969

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address (*include zip code*)

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 2.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 114 West, 6th P.M.

Section 28: E½NE¼, NW¼NE¼, NW¼SE¼

containing 160.00 acres, more or less.
Sublette County, Wyoming

210915

RECORDED March 11, 1986 8:00 AM
IN BOOK 76 Oil & Gas PAGE 456
FEES $8.00 Lana J. Glade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

*Operating rights from below the base of the Nugget Formation being the stratigraphic equivalent of 12,154 feet as penetrated by the Humble #2 Hoback II Unit Well, located in the NE¼SE¼ of Section 15, Township 28 North, Range 115 West, Sublette County, Wyoming.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	*2.25%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of February, 19 86

TEXACO PRODUCING INC.

(Assignor's Signature)

Attorney-in-Fact

P.O. Box 2100
(Assignor's Address)

Denver Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This f[redacted]reproduced provided that copies are exac[redacted]ctions on one sheet of both sides of this [redacted]orm in accordance [redacted]ns of 43 CFR 3106.

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of MAR 0 5 1986, 19 .

EXXON CORPORATION

(Assignee's Signature)

OMER R. HUMBLE
Attorney-in-Fact

P. O. BOX 2305

(Assignee's Address)

HOUSTON, TX 77252

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CO & WY - Attorney-in-Fact
Texaco Producing Inc.

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of February, 1986, by J.A. Schell, the Attorney-in-Fact of TEXACO PRODUCING INC., a corporation.

WITNESS my hand and official seal.

GINA DOERNER NOTARY PUBLIC STATE OF COLORADO

Gina Doerner
Gina Doerner, Notary Public
Residing at: 4601 DTC Blvd.
Denver, Colorado 80237

My commission expires: August 19, 1989

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

457

GPO 836 - 844

RIDER

Attached to and made a part of that certain Assignment Affecting Operating Rights to Oil and Gas Lease W-20038, dated February 14, 1986 between Texaco Producing Inc., as Assignor and Exxon Corporation, as Assignee.

This Assignment Affecting Operating Rights is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto, between Chandler & Associates, Inc., and Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. In addition, the interest herein assigned and the quantity thereof, is subject to and governed by all Division Orders, stipulations of interest or other documents executed by either Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., and to the terms and conditions of agreements between Chandler & Associates, Inc., and third parties, whether recorded or not, executed by Chandler & Associates, Inc. and pertaining directly or indirectly to the leases herein assigned. And again, without limiting the generality of the foregoing, this Assignment is subject to the terms and conditions of:

(a) The original Oil and Gas Leases;

(b) All prior Assignments thereof.

The Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 approved and effective May 28, 1975.

STATE OF COLORADO }
COUNTY OF ARAPAHOE } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by OMER R. HUMBLE ATTORNEY-IN-FACT of EXXON CORPORATION this 5th day of MARCH, 1986.

WITNESS my hand and official seal.

My commission expires:
Feb. 19, 1989

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Notary Public

Business address:
750 W. Hampden Avenue
Englewood, CO 80110

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-2121

Lease effective date
November 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 2.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 114 West, 6th P:M.

Section 28: SW¼NE¼

containing 40.00 acres, more or less.
Sublette County, Wyoming.

210916

RECORDED March 14 1986 8:00 AM
IN BOOK 76 Or-A PAGE 459
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

*Operating rights from below the base of the Nugget Formation being the stratigraphic equivalent of 12,154 feet as penetrated by the Humble #2 Hoback II Unit Well, located in the NE¼SE¼ of Section 15, Township 28 North, Range 115 West, Sublette County, Wyoming.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	*2.25%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of February, 19 86.

TEXACO PRODUCING INC.

(Assignor's Signature)

Attorney-in-Fact

P.O. Box 2100
(Assignor's Address)

Denver Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

459 (Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

661815.001

460

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of MAR 0 5 1986, 19

EXXON CORPORATION

(Assignee's Signature)

OMER R. HUMBLE
Attorney-in-Fact

P. O. BOX 2305
(Assignee's Address)

HOUSTON, TX 77252
(City) (State) (Zip Code)

tle 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United ates any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CO & WY - Attorney-in-Fact
Texaco Producing Inc.

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of February, 1986, by J.A. Schell, the Attorney-in-Fact of TEXACO PRODUCING INC., a corporation.

WITNESS My hand and official seal.

GINA DOERNER NOTARY PUBLIC STATE OF COLORADO

Gina Doerner
Gina Doerner, Notary Public
Residing at: 4601 DTC Blvd.
Denver, Colorado 80237

My commission expires: August 19, 1989

e Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
is information is being collected pursuant to the law (43 CFR 3106–3(c)).
is information will be used to create a record of lease assignment.
sponse to this request is required to obtain a benefit.

RIDER

Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights to Oil and Gas Lease dated February 14, 1986 and affecting Federal Oil and Gas Lease W-2121, between Texaco Producing Inc., as Assignor and Exxon Corporation, as Assignee.

This Assignment Affecting Operating Rights is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto, between Chandler & Associates, Inc., and Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. In addition, the interest herein assigned and the quantity thereof, is subject to and governed by all Division Orders, stipulations of interest or other documents executed by either Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., and to the terms and conditions of agreements between Chandler & Associates, Inc., and third parties, whether recorded or not, executed by Chandler & Associates, Inc. and pertaining directly or indirectly to the leases herein assigned. And again, without limiting the generality of the foregoing, this Assignment is subject to the terms and conditions of:

(a) The original Oil and Gas Leases;

(b) All prior Assignments thereof.

The Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 approved and effective May 28, 1975.

ORH

STATE OF COLORADO }
COUNTY OF ARAPAHOE } SS.

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by OMER R. HUMBLE ATTORNEY-IN-FACT

of EXXON CORPORATION

this of 5th day of MARCH, 1986

WITNESS my hand and official seal.

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidahl
Notary Public

My commission expires:
Feb. 19, 1989

Business address:
750 W. Hampden Avenue
Englewood, CO 80110

461

661815 001

462

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-17208

Lease effective date
March 1, 1969

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address (*include zip code*)

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 2.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 114 West, 6th P.M.
Section 32: Lots 16, 17, 18, 19, 20
containing 180.42 acres, more or less.
Sublette County, Wyoming

210917

RECORDED March 11 1986 8:40 AM
IN BOOK 76 Misc PAGE 462
FEES $8.00 Lauri Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

*Operating rights from below the base of the Nugget Formation being the stratigraphic equivalent of 12,154 feet as penetrated by the Humble #2 Hoback II Unit Well, located in the NE¼SE¼ of Section 15, Township 28 North, Range 115 West, Sublette County, Wyoming.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	*2.25%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created hereun, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of February, 19 86.

TEXACO PRODUCING INC

(Assignor's Signature)

Attorney-in-Fact

P.O. Box 2100
(Assignor's Address)

Denver, Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title)

NOTE: This [redacted] produced provided that copies are exac[redacted]tions on one sheet of both sides of this [redacted])
one
[illegible] of 43 CFR 3106.

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of MAR 0 5 1986, 19 .

EXXON CORPORATION

(Assignee's Signature)

OMER R. HUMBLE
Attorney-in-Fact

P. O. BOX 2305
(Assignee's Address)

HOUSTON, TX 77252
(City) (State) (Zip Code)

itle 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United ates any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CO & WY - Attorney-in-Fact
Texaco Producing Inc.

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of February, 1986, by J.A. Schell, the Attorney-in-Fact of TEXACO PRODUCING INC., a corporation.

WITNESS My hand and official seal.

GINA DOERNER NOTARY PUBLIC STATE OF COLORADO

Gina Doerner
Gina Doerner, Notary Public
Residing at: 4601 DTC Blvd.
Denver, Colorado 80237

My commission expires: August 19, 1989

he Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
his information is being collected pursuant to the law (43 CFR 3106–3(c)).
his information will be used to create a record of lease assignment.
esponse to this request is required to obtain a benefit.

463

GPO 836-844

464

RIDER

Attached to and made a part of that certain Assignment Affecting Operating Rights to Oil and Gas Lease W-17208, dated February 14, 1986 between Texaco Producing Inc., as Assignor and Exxon Corporation, as Assignee.

This Assignment Affecting Operating Rights is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto, between Chandler & Associates, Inc., and Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. In addition, the interest herein assigned and the quantity thereof, is subject to and governed by all Division Orders stipulations of interest or other documents executed by either Western Crude Oil Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., and to the terms and conditions of agreements between Chandler & Associates, Inc., and third parties, whether recorded or not, executed by Chandler & Associates, Inc. and pertaining directly or indirectly to the leases herein assigned. And again, without limiting the generality of the foregoing, this Assignment is subject to the terms and conditions of:

(a) The original Oil and Gas Leases;

(b) All prior Assignments thereof.

The Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 approved and effective May 28, 1975.

ORRI

STATE OF COLORADO }
COUNTY OF ARAPAHOE } SS.

(Corporation– Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by OMER R. HUMBLE ATTORNEY-IN-FACT
of EXXON CORPORATION as
this of 5th day of MARCH 1988

WITNESS my hand and official seal.

JANAE L. SRIOAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Sriodahl
Notary Public

My commission expires:
Feb. 19, 1989

Business address:
750 W. Hampden Avenue
Englewood, CO 80110

66181 [redacted] 01

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-20039

Lease effective date
March 1, 1969

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 2.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 114 West, 6th P.M.

Section 33: SW¼NE¼

containing 40 acres, more or less.
Sublette County, Wyoming.

210918

RECORDED March 11, 1986 8:00 A.M.
BOOK 76 Oil & Gas PAGE 465
FEE $ 8.00 Lou J. Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

*Operating rights from below the base of the Nugget Formation being the stratigraphic equivalent of 12,154 feet as penetrated by the Humble #2 Hoback II Unit Well, located in the NE¼SE¼ of Section 15, Township 28 North, Range 115 West, Sublette County, Wyoming.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	*2.25%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of February, 19 86

TEXACO PRODUCING INC.

(Assignor's Signature)
Attorney-in-Fact

P.O. Box 2100
(Assignor's Address)

Denver Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

465 (Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

661817.001

466

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States, or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of MAR 0 5 1986 , 19

EXXON CORPORATION

(Assignee's Signature)

OMER R. HUMBLE
Attorney-in-Fact

P. O. BOX 2305

(Assignee's Address)

HOUSTON, TX 77252

(City) (State) (Zip Code)

le 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United tes any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

CO & WY - Attorney-in-Fact
Texaco Producing Inc.

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of February, 1986, by J.A. Schell, the Attorney-in-Fact of TEXACO PRODUCING INC., a corporation.

WITNESS My hand and official seal.

GINA DOERNER NOTARY PUBLIC STATE OF COLORADO

Gina Doerner
Gina Doerner, Notary Public
Residing at: 4601 DTC Blvd.
Denver, Colorado 80237

My commission expires: August 19, 1989

e Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
s information is being collected pursuant to the law (43 CFR 3106–3(c)).
s information will b[redacted]e a record of lease assignment.
sponse to this reque[redacted] to obtain a benefit.

RIDER

Attached to and made a part of that certain Assignment Affecting Operating Rights to Oil and Gas Lease W-20039, dated February 14, 1986 between Texaco Producing Inc., as Assignor and Exxon Corporation, as Assignee.

This Assignment Affecting Operating Rights is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto, between Chandler & Associates, Inc., and Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. In addition, the interest herein assigned and the quantity thereof, is subject to and governed by all Division Orders, stipulations of interest or other documents executed by either Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., and to the terms and conditions of agreements between Chandler & Associates, Inc., and third parties, whether recorded or not, executed by Chandler & Associates, Inc. and pertaining directly or indirectly to the leases herein assigned. And again, without limiting the generality of the foregoing, this Assignment is subject to the terms and conditions of:

(a) The original Oil and Gas Leases;

(b) All prior Assignments thereof.

The Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 approved and effective May 28, 1975.

ORR

STATE OF COLORADO } SS.
COUNTY OF ARAPAHOE }

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by OMER R. HUMBLE ATTORNEY-IN-FACT of EXXON CORPORATION this 5th day of MARCH, 1986.

JANICE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

WITNESS my hand and official seal.

Janice L. Spidahl
Notary Public

My commission expires:
Feb. 19, 1989

Business address:
750 W. Hampden Avenue
Englewood, CO 80110

661817 001

468

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-0320843

Lease effective date
December 1, 1965

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 4.50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 114 West, 6th P.M.
Section 33: Lots 1, 2, 3, 4, NE¼, E½NW¼, SW¼NW¼, N½S½

containing 619.07 acres, more or less.
Sublette County, Wyoming

210919

RECORDED March 11 1986 8:20 AM
BOOK 76 Or & PAGE 468
FEES $8.00 Lou Q Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

* Operating rights from below the base of the Nugget Formation being the stratigraphic equivalent of 12,154 feet as penetrated by the Humble #2 Hoback II Unit Well, located in the NE¼SE¼ of Section 15, Township 28 North, Range 115 West, Sublette County, Wyoming.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

3. Specify interest or percent of operating rights being conveyed to assignee	*4.50%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.50%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of February, 19 86

TEXACO PRODUCING INC.

(Assignor's Signature)

Attorney-in-Fact

P.O. Box 2100
(Assignor's Address)

Denver Colorado 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title)

NOTE: This f[redacted] produced provided that copies are exa[redacted]ctions on one sheet of both sides) [redacted]e)

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this MAR 0 5 1986 day of , 19

EXXON CORPORATION

(Assignee's Signature)

OMER R. HUMBLE
Attorney-in-Fact

P. O. BOX 2305
(Assignee's Address)

HOUSTON, TX 77252
(City) (State) (Zip Code)

CO & WY - Attorney-in-Fact
Texaco Producing Inc.

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of February, 1986, by J.A. Schell, the Attorney-in-Fact of TEXACO PRODUCING INC., a corporation.

My hand and official seal.

GINA DOERNER NOTARY PUBLIC STATE OF COLORADO

Gina Doerner
Gina Doerner, Notary Public
Residing at: 4601 DTC Blvd.
Denver, Colorado 80237

My commission expires: August 19, 1989

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

...e Paperwork Reduction Act of 1...0 (44 U.S.C. 3501 et seq.) requires us to inform you that:
...his information is being collected pursuant to the law (43 CFR 3106–3(c)).
...his information will be used to create a record of lease assignment.
...esponse to this request is required to obtain a benefit.

RIDER

Attached to and made a part of that certain Assignment Affecting Operating Rights to Oil and Gas Lease W-0320843, dated February 14, 1986 between Texaco Producing Inc., as Assignor and Exxon Corporation, as Assignee.

This Assignment Affecting Operating Rights is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto, between Chandler & Associates, Inc., and Western Crude Oil, Inc., and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 16, 1969, and any amendments. In addition, the interest herein assigned and the quantity thereof, is subject to and governed by all Division Orders, stipulations of interest or other documents executed by either Western Crude Oil, Inc., Reserve Oil, Inc. or Chandler & Associates, Inc., and to the terms and conditions of agreements between Chandler & Associates, Inc., and third parties, whether recorded or not, executed by Chandler & Associates, Inc. and pertaining directly or indirectly to the leases herein assigned. And again, without limiting the generality of the foregoing, this Assignment is subject to the terms and conditions of:

(a) The original Oil and Gas Leases;

(b) All prior Assignments thereof.

The Assignment shall be subject to the Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975 approved and effective May 28, 1975.

ORH

STATE OF COLORADO }
COUNTY OF ARAPAHOE } SS.

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by OMER R. HUMBLE as ATTORNEY-IN-FACT of EXXON CORPORATION this 5th day of MARCH 1986.

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

WITNESS my hand and official seal.

My commission expires:
Feb. 19, 1989

Janae L. Spidahl
Notary Public

Business address:
750 W. Hampden Avenue
Englewood, CO 80110

210920

Recording requested by and

when recorded return to:

RECORDED March 12 1986 8:00 A M
IN BOOK 76 Or 8 PAGE 471
FEES $8.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

American Hunter Exploration Ltd.

700, 435 - Fourth Avenue S.W.

Calgary, Alberta, CANADA T2P 3A8

(Space Above For Recorder's Use Only)

RELEASE

KNOW ALL MEN BY THESE PRESENTS, THAT:

The undersigned hereby releases, surrenders, and forever quit claims unto the Lessors named therein and their successors in interest any and all rights whatsoever acquired or held under those Oil, Gas and Mineral Leases noted on the Exhibit "A", attached hereto and by this reference made a part hereof.

Executed this 3 day of March, 1986.

AMERICAN HUNTER EXPLORATION LTD.

James E. Chaput

James E. Chaput,
Senior Vice President - Land

EXHIBIT "A"

OUR FILE NUMBER	LEASE DATE	RECORDING DATA BOOK	PAGE	COUNTY & STATE	LESSOR NAME	GROSS ACREAGE	NET ACREAGE
Pinedale 1293	April 14/81	61	263	Sublette, WY	William S. Whyel, a married man dealing in his sole and separate property	160.0	160.0
Pinedale 1353	April 2/81	61	245	Sublette, WY	James A. Greenwood and Tharon M. Greenwood, husband and wife; Michael R. Nystrom and Patricia Nystrom, husband and wife	1,394.67	1,394.67

PROVINCE OF ALBERTA)
)
CANADA)

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared JAMES E. CHAPUT, known to me to be the person whose name is subscribed to the foregoing instrument, as SENIOR VICE PRESIDENT - LAND of AMERICAN HUNTER EXPLORATION LTD., a Delaware corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of March, 1986.

Notary Public in and for the
Province of Alberta, Canada.

NOTARY PUBLIC

474

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Gordon L. Saathoff
P. O. Box 1355
Evansville, Wyoming 82636

hereinafter referred to as "ASSIGNOR", for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell , transfer, assign and deliver unto

J. E. Carter Energy & Development Corporation
7322 Southwest Freeway, Suite 1400
Houston, Texas 77074
2.832% of 100%

Jeffrey E. Carter
7322 Southwest Freeway, Suite 1400
Houston, Texas 77074
0.50% of 100%

Gordon L. Saathoff
P. O. Box 1355
Evansville, Wyoming 82636
6.668% of 100%

hereinafter referred to as "ASSIGNEES", all of ASSIGNOR'S right, title and interest in and to those certain oil and gas leases described in Exhibit "A" attached hereto and made a part hereof, all being located in (Sublette County, Wyoming.)

In the event ASSIGNEES desire to surrender said leases as to all or part of the acreage covered thereby, said ASSIGNEES agree to notify ASSIGNOR by certified or registered mail at least sixty (60) days in advance of the anniversary date specified in said lease, and ASSIGNOR hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said leases as to the portion thereof to be relinquished. Should ASSIGNOR hereunder elect to receive such a reassignment, same will be delivered by ASSIGNEE prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof.

The assignment of leasehold interests made herein to ASSIGNEES is made specifically subject to all of the terms and provisions of the original oil and gas leases, and/or to any other known instruments which are applicable to said leases.

And for the same consideration, ASSIGNOR covenants with ASSIGNEES, their successors or assigns: That the ASSIGNOR is the lawful owner of and has good title to the interests in the said leases, estates, rights and property, free and clear from all liens, encumbrances or adverse claims; and that said leases are valid and subsisting leases on the lands above referred to. Notwithstanding, however, ASSIGNOR makes no warranty of title as to the interests assigned, either express or implied.

IN WITNESS WHEREOF, this instrument is executed this 27th day of August, 1985.

210942

Gordon L. Saathoff

Gordon L. Saathoff

RECORDED March 14 1986 8:00 AM
IN BOOK 76 Misc PAGE 474
FEES $18.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClurie

...ce Box 134 N. Center Casper, WY ...

Form 165 EXHIBIT "A" PAGE one STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-2	Abner L. Hecox and Emma Lee Hecox, husband and wife	Kenneth K. Farmer	3-19-81	Township 37 North, Range 110 West, 6th P.M. Section 13: SW¼SW¼ Section 14: SE¼SE¼ Section 24: N½N½, SW¼NW¼, W½SW¼ Section 25: NW¼NW¼ Section 26: NE¼NE¼ Containing 440.00 acres, more or less	61 O & G	388
NFL-3	John R. Buyer and Margaret L. Buyer, husband and wife	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 19: SE¼SE¼ Section 20: S½SW¼ Section 28: S½NW¼, SW¼NE¼, W½SE¼, SW¼ Section 29: NE¼, N½NW¼, SE¼NW¼, NW¼SE¼, E½SE¼ Section 30: E½NE¼ Section 32: E½E½, SW¼SE¼ Section 33: W½NW¼, SE¼NW¼ Containing 1,280.00 acres, more or less	62 O & G	363
NFL-4	Christian F. Murer, George J. Kirn, and Robert W. Lavington	Kenneth K. Farmer	4-1-81	Township 36 North, Range 110 West, 6th P.M. Section 5: Lot 2 (27.08), Lot 3 (27.38) Lot 4 (27.67), SW¼NE¼, NW¼SE¼, SW¼ Section 6: SE¼NE¼, E½SE¼ Section 18: Lot 3 (31.87), Lot 4 (32.00) E½SW¼ Township 37 North, Range 110 West, 6th P.M. Section 35: S½NE¼, N½SE¼, SW¼SE¼ Containing 786.00 acres, more or less	61 O & G	401

475

Color Press 134 N. Center Casper, Wyo.

LEASE SCHEDULE

Form 165 EXHIBIT "A" PAGE two STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-7	Frank Tyler, Jr., A widower	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 21: E½NW¼, SW¼NW¼, S½NE¼, NE¼SE¼ Section 22: SW¼NW¼, NW¼SW¼ Containing 320.00 acres, more or less	62 O & G	12
NFL-7A	Lillian G. Tyler, aka Mrs. Frank Tyler, Sr. a widow	Kenneth K. Farmer	5-26-84	Township 37 North, Range 110 West, 6th P.M. Section 21: E½NW¼, SW¼NW¼, S½NE¼, NE¼SE¼ Section 22: SW¼NW¼, NW¼SW¼ Containing 320.00 acres, more or less	62 O & G	110
NFL-8	Carney Land Company, A Wyoming Corporation, John Otis Carney and Frederika F. Carney, Husband and Wife	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 2: W½SE¼, NE¼SE¼ Section 11: NW¼NE¼ Section 14: SE¼SE¼ Section 21: SE¼SE¼ Section 22: Those parts of the S½SW¼ lying and being situated northerly of the center-line of the channel of the Green River; Section 23: E½NE¼, SE¼, E½SW¼, SW¼SW¼ Section 26: N½NW¼, NW¼NE¼ Section 27: NE¼NE¼, NW¼NW¼ It is the intention of this lease to include all accretion and riparian rights belonging to Lessor and not to exclude any oil and gas interest that Lessor may own in the described lands.	62 O & G	360

...ser Press 134 N. Center Casper, Wyo.

LEASE SCHEDULE

Form 165 EXHIBIT "A" PAGE three STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-9	Black Butte Partners, A General Partnership	Kenneth K. Farmer	7-6-81	Township 37 North, Range 110 West, 6th P.M. Section 22: S½SW¼ Excepting those parts lying and being situated northerly of the thread of the channel of the Green River; Section 26: SW¼NE¼, S½NW¼, SW¼, NW¼SE¼; Section 27: SE¼NE¼, SE¼, NW¼NW¼, excepting that part of the NW¼NW¼ lying and being situated northerly of the thread of the channel of the Green River; Section 34: N½NE¼. Containing 705.00 acres, more or less	63 O & G	131
NFL-1	Kent Snider	Kenneth K. Farmer	4-16-84	Township 37 North, Range 110 West, 6th P.M. Section 21: SE¼SE¼ Section 22: S½SW¼ Section 26: S½NW¼, SW¼NE¼, NW¼SE¼, SW¼ Section 27: NW¼NW¼, E½NE¼, SE¼ Containing 720.00 acres, more or less	72 O & G	94
NFL-1	Judith A. Saathoff	Kenneth K. Farmer	4-16-84	Township 37 North, Range 110 West, 6th P.M. Section 21: SE¼SE¼ Section 22: S½SW¼ Section 26: S½NW¼, SW¼NE¼, NW¼SE¼, SW¼ Section 27: NW¼NW¼, E½NE¼, SE¼ Containing 720.00 acres, more or less	72 O & G	401

Form 165 Printed by Stanley Printing, 134 N. Center Casper, Wyo.

LEASE SCHEDULE

Form 165 EXHIBIT "A" PAGE Four STATE OF Wyoming COUNTY OF Sublette

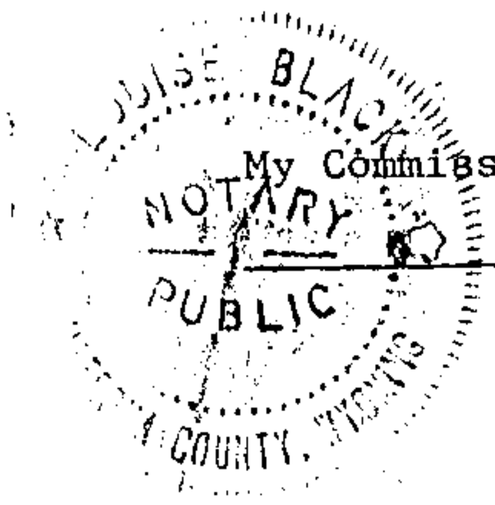
LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-1	Kenneth K. Farmer	Kent Snider	4-16-84	Township 37 North, Range 110 West, 6th P.M. Section 21: SE¼SE¼ Section 22: S½SW¼ Section 26: S½NW¼, SW¼NE¼, NW¼SE¼, SW¼ Section 27: NW¼NW¼, E½NE¼, SE¼ Containing 720.00 acres, more or less	72 O & G	96

STATE OF WYOMING)
)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Gordon Saathoff this 27th day of August 1985.

Witness my hand and official seal.

Louise Black
Notary Public



My Commission Expires:
4-23-88

480

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

CASPER PRESS
134 N. Center
Casper, Wyo.

99

KNOW ALL MEN BY THESE PRESENTS: That I, we, Gordon Saathoff, p.O. Box 1355, Evansville, Wyoming 82636, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 75-93688, and covering land situate in Sublette County, Counties, described as follows:

Township 37 North - Range 110 West, 6th P.M.
Section 28: E½SE¼
Section 33: N½NE¼
Section 34: N½NW¼

and containing 240.00 acres more or less, for and in consideration of the sum of Ten and more Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto see the attached rider of _____, assignee, all right, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 37 North - Range 110 West, 6th P.M.
Section 28: E½SE¼
Section 33: N½NE¼
Section 34: N½NW¼

and containing 240.00 acres, more or less, reserving, however, unto assignor a previously reserved 7.5% of 8/8ths

TO HAVE AND TO HOLD unto the said assignee's, their successors and assigns, subject to the terms and conditions of said lease; the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is executed this 27 day of August, 1985

WITNESS:

210943
RECORDED March 15 1986 8:00 AM
IN BOOK 76 Deed PAGE 480
FEES 4.25 Lou J. York COUNTY CLERK
SUBLETTE COUNTY CLERK

Gordon Saathoff
Assignor-Lessee

By _____
President

Attest:

_____
Secretary

(SEAL)

ACKNOWLEDGMENT (For use by Individual)

State of Wyoming)
County of Natrona) ss.

On this 27th day of August, A. D. 19 85, before me personally appeared Gordon Saathoff to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 27th day of August, A. D. 19 85.

(SEAL)

Laurel Black
Notary Public

My Commission expires: April 23, 1988

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for the Assignment.

Date: 8-27-85 Signed for Identification Gordon Saathoff

State of _____
County of _____
On this _____,
appeared _____
me duly sworn, did say

and said _____
oration.

_____, A. D. 19_____.

_____
Public

_____
_____

ed incorporated in the assignment a special form should duplicate, as one copy is retained for the office record.)

J. E. Carter Energy & Development Corporation
7322 Southwest Freeway, Suite 1400
Houston, Texas 77074
2.832% of 100%

Jeffrey E. Carter
7322 Southwest Freeway, Suite 1400
Houston, Texas 77074
0.50% of 100%

Gordon L. Saathoff
P. O. Box 1355
Evansville, Wyoming 82636
6.668% of 100%

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

CASPER PRESS
134 N. Center
Casper, Wyo.

99

KNOW ALL MEN BY THESE PRESENTS: That I, we, Gordon Saathoff, P. O. Box 1355, Evansville, Wyoming 82636, assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 75-93676

and covering land situate in Sublette County, Counties, described as follows:

Township 37 North - Range 110 West, 6th P.M.
Section 14: SW¼SW¼
Section 15: SE¼SE¼
Section 22: NE¼, E½NW¼, NW¼NW¼
Section 23: NW¼NW¼

and containing 400.00 acres more or less, for and in consideration of the sum of Ten and more Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over see the attached rider unto ----------, assignee, all right, title and interest of assignor in and to said of lease insofar as it covers the following described land:

Township 37 North - Range 110 West, 6th P.M.
Section 14: SW¼SW¼
Section 15: SE¼SE¼
Section 22: NE¼, E½NW¼, NW¼NW¼"
Section 23: NW¼NW¼

and containing 400.00 acres, more or less, reserving, however, unto assignor a previously reserved 7.375% of 8/8ths

TO HAVE AND TO HOLD unto the said assignee's, their successors and assigns, subject to the terms and conditions of said lease; the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is executed this 27th day of August, 1985.

210944

Gordon Saathoff
Assignor-Lessee

WITNESS:

RECORDED March 14, 1986 8:00 AM
BOOK 76 Or 6 PAGE 487
FEE $4.25 Lavel Yake COUNTY CLERK
by Dorothy McClure DEPUTY CLERK
(SEAL)

Gordon Saathoff
By ----------
President

Attest:

Secretary

ACKNOWLEDGMENT (For use by Individual)

State of Wyoming
County of Natrona } ss.

On this 27th day of August, A. D. 1985, before me personally appeared Gordon Saathoff to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 27th day of August, A. D. 1985.

(SEAL)
My Commission expires: April 23, 1988

Notary Public

State of ----------
County of ----------
On this ---------- day of ----------, A. D. 19----, before me personally appeared ----------
me duly sworn, did say that he is the ---------- of ----------
and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said ---------- acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this ---------- day of ----------, A. D. 19----.

(SEAL)
My Commission expires: ----------

Notary Public

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for the Assignment.

Date: 8-27-85 Signed for Identification Gordon Saathoff

J. E. Carter Energy & Development Corporation
7322 Southwest Freeway, Suite 1400
Houston, Texas 77074
2.832% of 100%

Jeffrey E. Carter
7322 Southwest Freeway, Suite 1400
Houston, Texas 77074
0.50% of 100%

Gordon L. Saathoff
P. O. Box 1355
Evansville, Wyoming 82636
6.668% of 100%

----

d incorporated in the assignment a special form should
uplicate, as one copy is retained for the office record.)

482

RECORDING REQUESTED BY: 210951

RICHARD B. MACGURN

When Recorded Return to:

Herbert & Daisy Weindel
7227 Santa Barbara
Carlsbad, CA 92008

RECORDED March 14 1986 3:00 PM
IN BOOK 76 Orig PAGE 482
FEES $ 4.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS, that HERBERT WEINDEL, JR., hereinafter called Assignor, for no consideration received, does hereby transfer and assigns to HERBERT WEINDEL, JR. and DAISY WEINDEL, Trustees of that certain Declaration of Trust dated February 13, 1986, hereinafter called Assignees, an undivided .75% of all oil and, or gas produced, saved and sold from said land covered by the oil and gas leasehold estate described below, delivered unto the pipe line with which Assignor may connect the wells, free of cost to the said Assignees.

It is the intention of this instrument to assign an interest, commonly known as an overriding royalty, equivalent to 600 royalty acres, out of the lesses's portion of the oil and, or gas which may be produced from the leased premises described below, the fractional interest assigne entitling the Assignees to receive .75% of the gross oil and, or gas which may be produced from said lands, free and clear of all costs of drilling, completing, equipping and operation of all oil and, or gas wells that may be drilled under the present leasehold estate, owned by Assignor and all located in Township 29 North, Range 112 West, Sublette County, Wyoming

Serial Number W-053448, Dated 2/15/66, 520 Acres
Township 29 North, Range 112 West
Section 26: N2 NW4, NW4 NE4
S2 N2,
N2 SE4,
S2 S2
Serial Number W-053448A, Dated 2/15/66 - 80 Acres
Section 26: N2 SW4

Assignor, for itself, its successors and assigns, does covenant with said Assignees, his successors and assigns, that it is the lawful owner of the said leases and rights and interest thereunder, insofar as conveyed by this instrument, that Assignor has good right and authority to sell and convey the same, and that said rights, interests and properties are free and clear of all liens and encumbrances affecting said rights, and that all rentals due and payable thereunder have been duly paid.

Executed this 13th day of February, 1986.

Herbert Weindel Jr.
HERBERT WEINDEL, JR.

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On February 13, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared HERBERT WEINDEL, JR., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
VINCENTIA F FADDIS
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. SEPT. 8, 1989

Vincentia F. Faddis
Notary Public for said County and State

[redacted] [redacted] [redacted]

RECORDING REQUESTED BY: 210952

RICHARD B. MACGURN

When Recorded Return to:

Herbert & Daisy Weindel
7227 Santa Barbara
Carlsbad, CA 92008

RECORDED March 14 1986 3:00 PM
IN BOOK 76 Misc PAGE 483
FEES $4.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McAtee

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS, that HERBERT WEINDEL, JR., hereinafter called Assignor, for no consideration received, does hereby transfer and assigns to HERBERT WEINDEL, JR. and DAISY WEINDEL, Trustees of that certain Declaration of Trust dated February 13, 1986, hereinafter called Assignees, an undivided .75% of all oil and, or gas produced, saved and sold from said land covered by the oil and gas leasehold estate described below, delivered unto the pipe line with which Assignor may connect the wells, free of cost to the said Assignees.

It is the intention of this instrument to assign an interest, commonly known as an overriding royalty, equivalent to 1,960 royalty acres, out of the lesses's portion of the oil and, or gas which may be produced from the leased premises described below, the fractional interest assigne entitling the Assignees to receive .75% of the gross oil and, or gas which may be produced from said lands, free and clear of all costs of drilling, completing, equipping and operation of all oil and, or gas wells that may be drilled under the present leasehold estate, owned by Assignor and all located in Township 29 North, Range 112 West, Sublette County, Wyoming

Serial Number E-024470, Dated January 1, 1950
Township 29 North, Range 112 West, 6th P.M.
Section 27: All
Section 28: All
Section 29: All
Section 30: NE/4 NE/4

containing 1960.00 acre M/L

Assignor, for itself, its successors and assigns, does covenant with said Assignees, his successors and assigns, that it is the lawful owner of the said leases and rights and interest thereunder, insofar as conveyed by this instrument, that Assignor has good right and authority to sell and convey the same, and that said rights, interests and properties are free and clear of all liens and encumbrances affecting said rights, and that all rentals due and payable thereunder have been duly paid.

Executed this 13th day of February, 1986.

Herbert Weindel Jr.
HERBERT WEINDEL, JR.

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On February 13, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared HERBERT WEINDEL, JR., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
VINCENTIA F FADDIS
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. SEPT. 8, 1989

Vincentia F. Faddis
Notary Public for said County and State

484

BDC Lease: 1383-A03

5

Form No. 11

RELEASE OF OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

KNOW ALL MEN BY THESE PRESENTS: That Belco Development Corporation, successor in Interest to Belco Petroleum Corporation
For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Budd and Sons Land Company, a partnership, P.O. Box 769, Big Piney, Wyoming 83113 their heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Budd and Sons Land Company, a partnership, as Lessor, and Belco Petroleum Corporation.

as lessee ___, dated the 27th day of May 19 71, insofar as same covers the following described land, to-wit:

210967

RECORDED March 17 1986 8:00 AM
IN BOOK 76 Oil & Gas PAGE 484
FEES $5.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Township 29 North, Range 113 West
Section 4: Lot 4, SW/4NW/4
Section 5: Lot 1, SE/4NE/4
Township 30 North, Range 114 West
Section 23: NE/4NE/4
Section 24: S/2, W/2NW/4, SE/4NW/4
Township 30 North, Range 113 West
Section 29: S/2SW/4, NW/4SW/4, SW/4SE/4
Section 30: Lot 4, SE/4SW/4, E/2SE/4, SE/4NE/4
Section 31: NE/4, N/2SE/4, SE/4SE/4, E/2NW/4, Lot 1
Section 32: W/2, SE/4, S/2NE/4
Section 33: W/2SW/4, SW/4NW/4

Section ___, Township ___, Range ___, and containing 2,078.50 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 47 O&G Page 161.

Executed this 11th day of February 19 86

BELCO DEVELOPMENT CORPORATION, Successor in Interest to Belco Petroleum Corporation

Attest:

By: R. R. Rainbolt
R. R. Rainbolt
Vice President - Land

Assistant Secretary

STATE OF .....
COUNTY OF .....
ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19....., personally appeared .....

and .....

....., to me known to be the identical person ....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that .....duly executed the same as .....free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.....

.....
Notary Public.

State of Texas
County of Harris
ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 11th day of February, A. D. 19 86, before me personally appeared R. R. Rainbolt, to me personally known, who, being by me duly sworn, did say that he is the Vice President - Land of BELCO DEVELOPMENT CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. R. Rainbolt acknowledged said intrument to be the free act and deed of said corporation.

Witness my hand and seal this 11th day of February, A. D. 19 86

DEBRA J. DENNIS
Notary Public in and for the State of Texas
My Commission Expires December 14, 19

Debra J. Dennis
Notary Public.

My Commission expires .....

KINTZEL'S -- CASPER

[redacted] CORRECTI[redacted]GNMENT [redacted]

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-43217

Lease effective date
2-1-74

PART I

1. Assignee's Name

EXXON CORPORATION

Address *(include zip code)*

P. O. Box 2305
Houston, Texas 77252

The undersigned, as owner of 12.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 114 West, 6th P.M.
Section 8: Lot 1

covering all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top of 9,630 feet in the Humble Hoback #2 Well in Section 15, Township 28 North, Range 115 West.

Containing 39.97 acres, more or less

Sublette County, Wyoming

211023

RECORDED March 20 1986 8:00 AM
IN BOOK 76 Oil & Gas PAGE 485
FEES $8.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy

This Assignment of Operating Rights replaces and supersedes an Assignment of Operating Rights between the same parties dated May 29, 1984 describing the same lands which instrument was recorded in Sublette County, Wyoming on 6-8-84 in Book 72 of Oil and Gas at Page 106.

MH

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	1.75%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 28th day of February, 19 86.

PETROLEUM, INC.

By: Thomas L. Chamberlin
(Assignor's Signature)

THOMAS L. CHAMBERLIN, Attorney-in-Fact

Qualifications on file in W-56800.
Power of Attorney still in effect.

1600 Broadway, Suite 500
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

485

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 5th day of March, 1986.

EXXON CORPORATION

By: _____ P. O. Box 2305
(Assignee's Signature) (Assignee's Address)

Omer R. Humble, Attorney-in-Fact

Houston, Texas 77252
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.
2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.
3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Omer R. Humble

, as Attorney-in-Fact of

EXXON CORPORATION.

This 5th day of March, 1986.

WITNESS my hand and official seal.

My commission expires:

January 10, 1990

D. JOAN WIXSON
NOTARY PUBLIC
STATE OF COLORADO

D. Joan Wixson
Notary Public
Business address:
730 W. Hampden Ave.
Englewood, CO 80110

STATE OF COLORADO)
CITY &) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Thomas L.

Chamberlin, as Attorney-in-Fact of

of PETROLEUM, INC.

This 28th day February, 1986.

WITNESS my hand and official seal.

My commission expires:

12/15/89

NOTARY PUBLIC
STATE OF COLORADO

Mary A Thomas
Notary Public

500 Colorado State Bank Bldg.
Denver, Colorado 80202

488

Producers 88
Western States
332

OIL AND GAS LEASE

THIS AGREEMENT made this 13th day of November 19 85, between
Hugh Wardell and Betty Wardell, husband and wife
P.O. Box 56
La Barge, Wyoming 83123

Lessor (whether one or more), and Lessee, WITNESSETH: Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202

1. Lessor in consideration of ten and more Dollars
($ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Lincoln and Sublette County, Wyoming, to wit:

$6.00

RECORDED Mar. 5, 1986 AT 9A M.
IN BOOK 236PR PAGE 302 KEMMERER, WYO.
NO. 651163 ELIZABETH D. WADE, CLERK

Lincoln County, Wyoming:

Township 26 North, Range 114 West, 6th P.M.
Section 3: West half of Lot 3 (40.06), W½NE¼SW¼, NW¼SW¼, W½SE¼NW¼;
Section 4: SW¼NE¼, N½SE¼, SE¼NW¼;

211062
RECORDED March 24 1986 10:00 A.M.
IN BOOK 76 Oil & Gas PAGE 488.
FEES $6.00 Lorna J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

Sublette County, Wyoming:

Township 27 North, Range 114 West, 6th P.M.
Section 34: W½SE¼SW¼, W½SW¼;

NOT OBTAINED RECORDED

of Section _____, Township _____, Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 360.03 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XX~~ five (5) years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in First Wyoming (Account #56-01203-6) Bank of 440 Budd Avenue, Big Piney, Wyoming 83113 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Three Hundred Sixty and 3/100ths Dollars ($ 360.03), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions threreof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee

Form 1229 Jan-83

[redacted] 66[redacted]A- [redacted]

10. The right [redacted]ty hereunder may be assigned, in whole or in part, and the [redacted]ereof shall extend to the heirs, successors and assigns of t[redacted]eto, but no change [redacted] division in ownership o[redacted]tals or royalties, however accomplished, shall operate to [redacted]obligations or diminish the rights of Lessee. No change i[redacted]n of the land, or any interest therein, shall [redacted] Lessee until Lessee shall be furnished with a certified co[redacted] of recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

Signatures
X Hugh Wardell

Address Hugh Wardell

X Betty Wardell

Address Betty Wardell

Taxpayer Identification or Social Security Number
520-16-8203

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Wyoming

County of Lincoln ss.

On this 6TH day of December in the year of 1985, before me, a Notary Public within and for said County and State, personally appeared Hugh Wardell and Betty Wardell, husband and wife

known to me to be the person S described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

Notary Public

My Commission Expires:
County of Lincoln
State of Wyoming
By Commission Expires: Oct. 1, 1988

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires:

Notary Public

OIL AND GAS LEASE

No.

FROM

TO

Date, 19

Section Township Range

County,

No. of Acres Term

STATE OF

County of ss.

This instrument was filed for record on the day of, 19

at o'clock M., and duly recorded in book page records of this office.

County Clerk–Register of Deeds

by Deputy

Record and Mail to:
When Recorded
Return to:
Tenneco Production Co.
Box 800
Denver, Colorado 80201

184

490

TATLOCK'S, INC. Mid-Continent Association Form Form No. 151 B

(This Space Reserved for Filing Stamp) 131

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: $4.00

Mar. 5, 1986 9A
236PR 131
651162

That the undersigned, Springfield Oil Company
550 Petroleum Building
Denver, Colorado 80202

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Amoco Production Company
P.O. Box 800
Denver, Colorado 80202

(hereinafter called Assignee) 100% interest in and to the oil and gas lease dated November 13th, 19 85, from Hugh Wardell and Betty Wardell, husband and wife, lessor s to Springfield Oil Company, lessee recorded in book ____, page ____ insofar as said lease covers the following described land in Lincoln and Sublette County, State of Wyoming:

Lincoln County, Wyoming: Township 26 North, Range 114 West, 6th P.M.
Section 3: West half of Lot 3 (40.06), $W\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$;
Section 4: $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$;

Sublette County, Wyoming: Township 27 North, Range 114 West, 6th P.M.
Section 34: $W\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$;

of Section ____ Township ____ Range ____ and containing 360.03 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED, This 28th day of January, 19 86

Springfield Oil Company
Richard E. Martin
By: Richard E. Martin, President

Attest: Mary C. Sellers
By: Mary C. Sellers, Secretary

STATE OF ____ }
COUNTY OF ____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this ____ day of ____, 19____, personally appeared ____ and ____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that ____ executed the same as ____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires ____

Notary Public

STATE OF COLORADO }
COUNTY OF DENVER } ss. CORPORATION ACKNOWLEDGMENT

On this 28th day of January, 19 86, before me the undersigned, a Notary Public in and for said county, personally came Richard E. Martin, President of the Springfield Oil Company to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said President Corporation, and that the Corporate seal of the said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at 3:30 in said county the day and year last above written.

My commission expires 1/27/90

Sally Ann Cox
Notary Public
575 Petroleum Bldg.
Denver, Co 80202

RECORDED March 24 1986 10:00 AM
IN BOOK 76 Misc PAGE 490
FEES $11.00 [redacted] COUNTY CLERK
[redacted] ITTE COUNTY CLERK

211063

[redacted]

After filing, return to: John[redacted]ys, P.O. Box 1499, Lubb[redacted]Texas 79408

THE STATE OF WYOMING	§	ASSIGNMENT
	§	OF
COUNTY OF SUBLETTE	§	WORKING INTEREST

WHEREAS, the undersigned, LCS ENERGY, INC., a Texas Corporation, by and through its duly authorized officer, owns a working interest in one certain Oil and Gas Lease known as the Allen-Wells Lease covering and affecting the following described property, to-wit:

> The west one-half of the southeast one-quarter (W½SE¼) of Section 15, and the Northwest one-quarter of the Northeast one-quarter (NW¼NE¼) of Section 22, all in Township 28 North, Range 114 West of the 6th Principal Meridian, Sublette County, Wyoming, containing 120 acres, more or less,

as shown of record in the County where said land is located, reference to which records is hereby made for a more complete description of the property conveyed by this instrument;

NOW, THEREFORE, for and in consideration of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, LCS ENERGY, INC., a Texas Corporation, the present owner and holder of the above described working interest, does hereby BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY all of its right, title and interest in and to the working interest under said Lease to LOUANNE CHRISTMANN SHULTZ, as her separate property and estate, 3030 Amherst, Houston, Texas 77005;

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and to Grantee's heirs, administrators, executors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said property and rights unto Grantee, and Grantee's heirs, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or

21-1081

RECORDED March 25, 1986 8:44 A.M.
IN BOOK Tie Dx 4 PAGE 491
FEES $ 6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

491

any part thereof, by, through and under the undersigned, but not otherwise.

Executed this the 14th day of March, 1986.

LCS ENERGY, INC.

By: Louanne Christmann Shultz
Louanne Christmann Shultz,
President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of March, 1986, by LOUANNE CHRISTMANN SHULTZ, President of LCS ENERGY, INC., a Texas Corporation on behalf of said Corporation.

Marylyn A. Stallmann
Notary Public, State of Texas

My commission expires: April 11, 1987

(stamped or printed name)

MARYLYN A. STALLMANN
My Commission Expires
April 11, 1987

After fi[redacted] return to: John Crews, [redacted]. Box 1499, Lubbock, Te[redacted]79408

THE STATE OF WYOMING	§	ASSIGNMENT
	§	OF
COUNTY OF SUBLETTE	§	WORKING INTEREST

WHEREAS, the undersigned, LOUANNE CHRISTMANN SHULTZ of Houston, Harris County, Texas owns as her separate property and estate, a working interest in one certain Oil and Gas Lease known as the Allen-Wells Lease covering and affecting the following described property, to-wit:

> The west one-half of the southeast one-quarter (W½SE¼) of Section 15, and the Northwest one-quarter of the Northeast one-quarter (NW¼NE¼) of Section 22, all in Township 28 North, Range 114 West of the 6th Principal Meridian, Sublette County, Wyoming, containing 120 acres, more or less,

as shown of record in the County where said land is located, reference to which records is hereby made for a more complete description of the property conveyed by this instrument;

NOW, THEREFORE, for and in consideration of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, LOUANNE CHRISTMANN SHULTZ, the present owner and holder of the above described working interest, does hereby BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY all of her right, title and interest in and to the working interest under said Lease to JULIA ANN SHULTZ and STEPHEN CHARLES SHULTZ, as their separate property and estate, 3030 Amherst, Houston, Texas 77005;

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantees, and to Grantees' heirs, administrators, executors and assigns forever; and Grantor does hereby bind herself, her heirs, administrators, executors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said property and rights unto Grantees, and Grantees' heirs, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under the undersigned, but not otherwise.

211082

March 25 86 S.NH
16 Ont.
6.00 Lucia Clark
493

The undersigned, C.E. SHULTZ, does hereby join pro forma with his wife, LOUANNE CHRISTMANN SHULTZ, in the execution and delivery of this conveyance.

EXECUTED this the 7th day of March, 1986.

Louanne Christmann Shultz
LOUANNE CHRISTMANN SHULTZ

C.E. SHULTZ

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 7th day of March, 1986 by LOUANNE CHRISTMANN SHULTZ and C.E. SHULTZ.

My commission expires:
April 11, 1987

Marilyn A. Stallmann
Notary Public, State of Texas

(stamped or printed name)

MARYLYN A. STALLMANN
My Commission Expires
April 11, 1987

After fil[redacted] return to: John Crews, [redacted] Box 1499, Lubbock, Te[redacted]

THE STATE OF WYOMING	§	ASSIGNMENT
	§	OF
COUNTY OF SUBLETTE	§	WORKING INTEREST

WHEREAS, the undersigned, JULIA ANN SHULTZ and STEPHEN CHARLES SHULTZ of Houston, Harris County, Texas own as their separate property and estate, a working interest in one certain Oil and Gas Lease known as the Allen-Wells Lease covering and affecting the following described property, to-wit:

> The west one-half of the southeast one-quarter (W½SE¼) of Section 15, and the Northwest one-quarter of the Northeast one-quarter (NW¼NE¼) of Section 22, all in Township 28 North, Range 114 West of the 6th Principal Meridian, Sublette County, Texas, containing 120 acres, more or less,

as shown of record in the County where said land is located, reference to which records is hereby made for a more complete description of the property conveyed by this instrument;

NOW, THEREFORE, for and in consideration of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, JULIA ANN SHULTZ and STEPHEN CHARLES SHULTZ, the present owners and holders of the above described working interest, do hereby BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY all of their right, title and interest in and to the working interest under said Lease to C.E. SHULTZ, INC., a Texas Corporation, 2230 Indiana, Lubbock, Texas 79410;

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and to Grantee's successors and assigns forever; and Grantors do hereby bind themselves, their heirs, administrators, executors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said property and rights unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under the undersigned, but not otherwise.

241083

RECORDED March 25 1986 8:00 A M
IN BOOK 76 Oil PAGE 495
FEE $ 6.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, [redacted] WYOMING

EXECUTED this 7th day of March, 1986.

Julia Ann Shultz
JULIA ANN SHULTZ

Stephen Charles Shultz
STEPHEN CHARLES SHULTZ

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 7th day of March, 1986 by JULIA ANN SHULTZ.

Marilyn A. Stallmann
Notary Public, State of Texas

My commission expires:
April 11, 1987

(stamped or printed name)

MARYLYN A. STALLMANN
My Commission Expires
April 11, 1987

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 7th day of March, 1986 by STEPHEN CHARLES SHULTZ.

Marilyn A. Stallmann
Notary Public, State of Texas

My commission expires:
April 11, 1987

(stamped or printed name)

MARYLYN A. STALLMANN
My Commission Expires
April 11, 1987

[redacted] CORRECTION ASSIGNMENT [redacted]

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-15753

Lease effective date
November 1, 1968

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

EXXON CORPORATION

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 25% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 28 North - Range 114 West, 6th P.M. Section 28: SW/4SE/4 containing 40.00 acres, more or less in Sublette County, Wyoming This Assignment of Record Title replaces and supersedes an Assignment of Record Title between the same parties dated June 29, 1984 describing the same lands which instrument was recorded in Sublette County, Wyoming on August 6, 1984 in Book 72 Oil and Gas at Page 549.	

21084

RECORDED March 25 1986 8:00 A
IN BOOK 76 Oil PAGE 497
FEES $8.00 Sandra Lyke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor (25% of 3%)	.75%
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7th day of March , 19 86.

(Assignor's Signature)

John M. Beard

SS No. 453 30 4321

1405 Energy Plaza, 3030 Northwest Expressway
(Assignor's Address)

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

1497

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 19th day of March, 19 86.

EXXON CORPORATION

By: Omer R. Humble
(Assignee's Signature)

Omer R. Humble
Attorney-in-Fact

P. O. Box 2305
(Assignee's Address)

Houston Texas 77252
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 869

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Omer R. Humble, as Attorney-in-Fact of Exxon Corporation, this 19th day of March, 1986.

WITNESS my hand and official seal.

My commission expires:

January 10, 1990

D. Joan Hinson

Notary Public
750 West Hampden
Englewood, CO 80110

STATE OF Oklahoma
COUNTY OF OKLAHOMA } SS.

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by John M. Beard

this 7th day of March, 1986.

WITNESS my hand and official seal.

My commission expires:

7/14/86

Elizabeth L McClam

Notary Public

500

CORRECTION ASSIGNMENT

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-15753

Lease effective date
November 1, 1968

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

EXXON CORPORATION

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 75% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 28 North - Range 114 West, 6th P.M. Section 28: SW/4SE/4 containing 40.00 acres more or less in Sublette County, Wyoming This Assignment of Record Title replaces and supersedes an Assignment of Record Title between same parties dated June 4, 1984 describing the same lands which instrument was recorded in Sublette County, Wyoming on August 6, 1984 in Book 72 of Oil and Gas at Page 553.	

M-10825

FEE

March 25 A.D. 19 86 8:00 A M
To Do 500
$8.00
SUBLETTE COUNTY, PINEDALE, Wyoming

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor (75% of 3%)	2.25%
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7th day of March, 19 86.

BEARD OIL COMPANY

By: John R. Brown
(Assignor's Signature)

John R. Brown, Assist. Vice-President

2000 Classen Center, Suite 200 South
(Assignor's Address)

Oklahoma City, Oklahoma 73106
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with [redacted] of 43 CFR 3106.

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 19th day of March , 1986 .

EXXON CORPORATION

By: Omer R. Humble

(Assignee's Signature)

Omer R. Humble, Attorney-in-Fact

P. O. Box 2305

(Assignee's Address)

Houston Texas 77252

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United S ites any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 859

501

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Omer R. Humble, as Attorney-in-Fact of Exxon Corporation, this 19th day of March, 1986.

WITNESS my hand and official seal.

My commission expires:
January 10, 1990

D. Joan Hutson
Notary Public
750 West Hampden
Englewood, CO 80110

STATE OF Oklahoma } SS.
COUNTY OF ..... }

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by John R. Brown
as Assist. Vice President
of Beard Oil Company
this of 7th day of March, 1986.

WITNESS my hand and official seal.

My commission expires:
OCT 14 1989

Debbie K. Hill
Notary Public

CORRECTION ASSIGNMENT

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-20034

Lease effective date
November 1, 1968

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

EXXON CORPORATION

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 25% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 28 North - Range 114 West, 6th P.M. Section 33: NW/4NE/4 containing 40.00 acres more or less in Sublette County, Wyoming This Assignment of Record Title replaces and supersedes an Assignment of Record Title between the same parties dated June 29, 1984 describing the same lands which instrument was recorded in Sublette County, Wyoming on August 6, 1984 in Book 72 of Oil and Gas at Page 551. 241086 RECORDED March 25, 1986 8:00 AM IN BOOK 76 Oil PAGE 503 FEES $8.00 Lois J. Yaka COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING	

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor (25% of 3%)	.75%
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7th day of March, 19 86.

(Assignor's Signature)

1405 Energy Plaza, 3030 Northwest Expressway
(Assignor's Address)

John M. Beard

SS No. 453 30 4321

Oklahoma City, Oklahoma 73112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 14th day of March, 19 86.

EXXON CORPORATION

By: Omer R. Humble
(Assignee's Signature)

Omer R. Humble
Attorney-in-Fact

P. O. Box 2305
(Assignee's Address)

Houston Texas 77252
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 887 - 869

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Omer R. Humble, as Attorney-in-Fact of Exxon Corporation, this 19th day of March, 1986.

WITNESS my hand and official seal.

My commission expires:
January 10, 1990

D. Joan Hixson
Notary Public
750 West Hampden
Englewood, CO 80110

STATE OF Oklahoma
COUNTY OF OKLAHOMA } SS.

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by John M. Beard

this 7th day of March, 1986.

WITNESS my hand and official seal.

My commission expires:
7/14/86

Elizabeth L McWilliams
Notary Public

506

CORRECTION ASSIGNMENT

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-20034

Lease effective date
November 1, 1968

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

EXXON CORPORATION

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 75% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 28 North - Range 114 West, 6th P.M.
Section 33: NW/4NE/4

containing 40.00 acres more or less in
Sublette County, Wyoming

This Assignment of Record Title replaces and supersedes an Assignment of Record Title between same parties dated June 4, 1984 describing the same lands which instrument was recorded in Sublette County, Wyoming on August 6, 1984 in Book 72 of Oil and Gas at Page 555.

241087

Assignment approved as to lands described below

FILED for RECORD March 25 1986 8:00 A.M.
IN BOOK 76 Oil & Gas PAGE 506
FEE $8.00 Carol A. Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor (75% of 3%)	2.25%
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7th day of March, 19 86.

BEARD OIL COMPANY

By: _____
(Assignor's Signature)
John R. Brown, Assist. Vice-President

2000 Classen Center, Suite 200 South
(Assignor's Address)

Oklahoma City, Oklahoma 73106
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form [redacted] produced provided that copies are exact [redacted] tions on one sheet of both sides of this [redacted] orm in accordance with [redacted] s of 43 CFR 3106.

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 19th day of March , 19 86 .

EXXON CORPORATION

By: Omer R. Humble
(Assignee's Signature)

Omer R. Humble, Attorney-in-Fact

P. O. Box 2305
(Assignee's Address)

Houston (City) Texas (State) 77252 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 – 559

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STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Omer R. Humble, as Attorney-in-Fact of Exxon Corporation, this 19th day of March, 1986.

WITNESS my hand and official seal.

My commission expires:
January 10, 1990

D. Roan Hutson
Notary Public
750 West Hampden
Englewood, CO 80110

STATE OF Oklahoma
COUNTY OF ..... } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by John R. Brown
as Assist. Vice-President
of Beard Oil Company
this 7th day of March, 1986.

WITNESS my hand and official seal.

My commission expires:
OCT 14 1989

Debbie K. Hill
Notary Public

CORRECTION ASSIGNMENT

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.: W-43217

Lease effective date: 2-01-74

PART I

1. Assignee's Name: EXXON CORPORATION

Address (include zip code): P. O. Box 2305
Houston, Texas 77252

The undersigned, as owner of 12.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 114 West, 6th P.M.
Section 8: Lot 1

covering all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top of 9,630 feet in the Humble Hoback #2 Well in Section 15, Township 28 North, Range 115 West.

Containing 39.97 acres, more or less

Sublette County, Wyoming

94-1087

Filed for record March 25 1986 8:00 AM
Book 76 Oil 509
8:00 Clerk Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

This Assignment of Operating Rights replaces and supersedes an Assignment of Operating Rights between the same parties dated May 31, 1984 describing the same lands which instrument was recorded in Sublette County, Wyoming on July 2, 1984 in Book 72 of Oil and Gas at Page 203.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	1.75%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 17th day of ~~February~~ March 19 86.

DYCO PETROLEUM CORPORATION

By: _____
(Assignor's Signature)
CARROLL T. ROUSE, VICE PRESIDENT

ATTEST: _____
Annette Bak, Ass't. Secretary

11166 Huron, Suite 26
(Assignor's Address)

Northglenn, CO 80234
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____

By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 19th day of March, 1986.

EXXON CORPORATION

By: Omer R. Humble

(Assignee's Signature)

Omer R. Humble, Attorney-in-Fact

P. O. Box 2305

(Assignee's Address)

Houston, Texas 77252

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Omer R. Humble

_____, as Attorney-in-Fact of

EXXON CORPORATION.

This 19th day of March, 1986.

WITNESS my hand and official seal.

My commission expires:

1-10-90

D. Joan Wixson
Notary Public
Business address:
30 W. Hampden Ave.
Englewood, CO 80110

NOTARY PUBLIC
D. JOAN
WIXSON
STATE OF COLORADO

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Carroll T. Rouse

_____, as Vice President of

DYCO PETROLEUM CORPORATION.

This 17th day ~~February~~ March, 1986.

WITNESS my hand and official seal.

My commission expires:

12/21/86

Notary Public

NOTARY PUBLIC
STATE OF

5183-26852 WYO65

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-87031

Lease effective date
March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
ROBERT KLABZUBA

Address *(include zip code)* 930 West First Street
Fort Worth, Texas 76102

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 31 North - Range 111 West, 6th PM Sec. 17: All Sec. 18: Lots 1,2,3,4, E/2W/2, E/2 Sec. 20: All Sec. 21: All Sublette County, Wyoming It is the intent of the Assignor herein to convey an equal interest in the operating rights unto the Assignee herein. This assignment is made subject to the terms of that certain Participation Agreement and Joint Operating Agreement dated effective as of December 15, 1985, and executed by and between Robert Klabzuba and BWAB Incorporated.	March 25 1986 8:00 A 76 Book 512 Lou Ann Ifrake SUBLETTE COUNTY CLERK, Wyoming

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	25.00% of 8/8ths
4. Specify interest or percent of record title interest being retained by assignor, if any	75.00% of 8/8ths
5. Specify overriding royalty being reserved by assignor proportionately reduced as to the interest conveyed to Assignee.	2.00% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	3.50% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 22nd day of January , 19 86 .

BWAB INCORPORATED

James B. Wallace

JAMES B. WALLACE, PRESIDENT

ATTEST:

Ray O. Brownlie

RAY O. BROWNLIE, SECRETARY

1801 California Street, Suite 1000
(Assignor's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form [redacted] produced provided that copies are exact [redacted] tions on one sheet of both sides of this [redacted] orm in accord-

[redacted] P [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 18th day of February , 19 86 .

Robert Klabzuba
(Assignee's Signature)

930 West First Street
(Assignee's Address)

Fort Worth, TX 76102
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

On January 22, 1986, before me, BONNALEE KINDSVATER, a Notary Public, personally appeared JAMES B. WALLACE, known to me to be the PRESIDENT of BWAB INCORPORATED and acknowledged to me that such corporation executed the within instrument.

Bonnalee J. Kindsvater
Notary Public
Residing at: 1801 California St., #1000
Denver, Colorado 80202

My commission expires: April 25, 1987

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 559

514 (BY-203 [illegible]

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-62124

Lease effective date February 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

ROBERT KLABZUBA

Address *(include zip code)* 930 West First Street
Fort Worth, Texas 76102

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 31 North - Range 112 West, 6th PM
Sec. 25: All

Sublette County, Wyoming

It is the intent of the Assignor herein to convey an equal interest in the operating rights unto the Assignee herein.

This assignment is made subject to the terms of that certain Participation Agreement and Joint Operating Agreement dated effective as of December 15, 1985, and executed by and between Robert Klabzuba and BWAB Incorporated.

Assignment approved as to lands described below

RECORDED March 25 1986 8:00A
76 Drw
514
6 cc Lucy L Clark
SUBLETTE COUNTY CLERK

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	25.00% of 8/8ths
4. Specify interest or percent of record title interest being retained by assignor, if any	75.00% of 8/8ths
5. Specify overriding royalty being reserved by assignor proportionately reduced as to the interest conveyed to Assignee.	2.00% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	4.50% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 22nd day of January , 19 86.

BWAB INCORPORATED

(Assignor's Signature)
JAMES B. WALLACE, PRESIDENT

ATTEST:
RAY O. BROWNLIE, SECRETARY

1801 California Street, Suite 1000
(Assignor's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form [redacted] produced provided that copies are exac[redacted]ctions on one sheet of both sides of this [redacted] form in accord-

[redacted] PA [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 18th day of February , 19 86 .

Robert K Babyak
(Assignee's Signature)

930 West First Street
(Assignee's Address)

Fort Worth, TX 76102
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

On January 22, 1986 before me, BONNALEE KINDSVATER, a Notary Public, personally appeared JAMES B. WALLACE, known to me to be the PRESIDENT of BWAB INCORPORATED and acknowledged to me that such corporation executed the within instrument.

NOTARY PUBLIC

Bonnalee J. Kindsvater
Notary Public
Residing at: 1801 California St., #1000
Denver, Colorado 80202

My commission expires: April 25, 1987

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 889

516

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-62118

Lease effective date
February 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
ROBERT KLABZUBA

Address *(include zip code)*
930 West First Street
Fort Worth, Texas 76102

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 31 North - Range 111 West, 6th PM
Sec. 19: Lots 1,2,3,4, E/2W/2, E/2
Sec. 28: All
Sec. 29: All
Sec. 30: Lots 1,2,3,4, E/2W/2, E/2

Sublette County, Wyoming

It is the intent of the Assignor herein to convey an equal interest in the operating rights unto the Assignee herein.

This assignment is made subject to the terms of that certain Participation Agreement and Joint Operating Agreement dated effective as of December 15, 1985, and executed by and between Robert Klabzuba and BWAB Incorporated.

Assignment approved as to lands described below

March 25 1986 8:00A
516
76 Docs
Fee $ 6.00 Sue J. Yaden
Sublette County, Wyoming, Recorder

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	25.00% of 8/8ths
4. Specify interest or percent of record title interest being retained by assignor, if any	75.00% of 8/8ths
5. Specify overriding royalty being reserved by assignor	2.00% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	4.50% of 8/8ths

proportionately reduced as to the interest conveyed to Assigneee.

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 22nd day of January , 19 86 .

BWAB INCORPORATED

James B. Wallace
(Assignor's Signature)
JAMES B. WALLACE, PRESIDENT

1801 California Street, Suite 1000
(Assignor's Address)

ATTEST:
Ray O. Brownlie
RAY O. BROWNLIE, SECRETARY

Denver Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form [redacted] produced provided that copies are exact [redacted] tions on one sheet of both sides of this [redacted] orm in accordance with provisions of 43 CFR 3106.

[redacted] P[redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 18th day of February , 19 86 .

Robert K Labzyke
(Assignee's Signature)

930 West First Street
(Assignee's Address)

Fort Worth, TX 76102
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

On January 22, 1986, before me, BONNALEE KINDSVATER, a Notary Public, personally appeared JAMES B. WALLACE, known to me to be the PRESIDENT of BWAB INCORPORATED and acknowledged to me that such corporation executed the within instrument.

Bonnalee J. Kindsvater
Notary Public
Residing at: 1801 California St., #1000
Denver, Colorado 80202

My commission expires: April 25, 1987

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 559

518 W-87031

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-87031

Lease effective date
March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
FRANK A. SCHULTZ

Address *(include zip code)* 500 North Akard Street, #2160
Dallas, Texas 75201-3318

The undersigned, as owner of 75.00 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 31 North - Range 111 West, 6th PM
Sec. 17: All
Sec. 18: Lots 1,2,3,4, E/2W/2, E/2
Sec. 20: All
Sec. 21: All

Sublette County, Wyoming

It is the intent of the Assignor herein to convey an equal interest in the operating rights unto the Assignee herein.

This assignment is made subject to the terms of that certain Participation Agreement and Joint Operating Agreement dated effective as of December 15, 1985, and executed by and between Frank A. Schultz and BWAB Incorporated.

Assignment approved as to lands described below

RECORDED March 25 86 8:00 A.M.
IN BOOK 76 Deed PAGE 518
FEES 6.00 Dana L. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	18.75% of 8/8ths
4. Specify interest or percent of record title interest being retained by assignor, if any	56.25% of 8/8ths
5. Specify overriding royalty being reserved by assignor proportionately reduced as to the interest conveyed to Assignee.	2.00% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	3.50% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 23rd day of January, 19 86.

BWAB INCORPORATED

James Wallace
(Assignor's Signature)
JAMES B. WALLACE, PRESIDENT

ATTEST: Ray O. Brownlie
RAY O. BROWNLIE, SECRETARY

1801 California Street, Suite 1000
(Assignor's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form [redacted] produced provided that copies are exact [redacted] tions on one sheet of both sides of this [redacted] orm in accordance with [redacted] s of 43 CFR 3106.

[redacted] [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 28th day of ~~January~~ February, 1986

Frank A. Schultz
(Assignee's Signature)
Frank A. Schultz

500 N. Akard, Suite 2160, LB-1
(Assignee's Address)

Dallas, Texas 75201-3318
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On January 23, 1986 before me, BONNALEE KINDSVATER, a Notary Public, personally appeared JAMES B. WALLACE, known to me to be the PRESIDENT of BWAB INCORPORATED and acknowledged to me that such corporation executed the within instrument.

Bonnalee J. Kindsvater
Notary Public
Residing at: 1801 California St., #1000
Denver, Colorado 80202

My commission expires: April 25, 1987

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 559

520

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-62124

Lease effective date
February 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
FRANK A. SCHULTZ

Address *(include zip code)* 500 North Akard Street, #2160
Dallas, Texas 75201-3318

The undersigned, as owner of 75.00 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 31 North - Range 112 West, 6th PM
Sec. 25: All

Sublette County, Wyoming

It is the intent of the Assignor herein to convey an equal interest in the operating rights unto the Assignee herein.

This assignment is made subject to the terms of that certain Participation Agreement and Joint Operating Agreement dated effective as of December 15, 1985, and executed by and between Frank A. Schultz and BWAB Incorporated.

Assignment approved as to lands described below

RECORDED March 25 '86 8:00
IN BOOK 76 Oil St 520
FEES 6.00 Lou Ann Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	18.75% of 8/8ths
4. Specify interest or percent of record title interest being retained by assignor, if any	56.25% of 8/8ths
5. Specify overriding royalty being reserved by assignor proportionately reduced as to the interest conveyed to Assignee.	2.00% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	4.50% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 23rd day of January, 19 86.

BWAB INCORPORATED

James B. Wallace
(Assignor's Signature)
JAMES B. WALLACE, PRESIDENT

ATTEST:
Ray O. Brownlie
RAY O. BROWNLIE, SECRETARY

1801 California Street, Suite 1000
(Assignor's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

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THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title)

[redacted] [redacted] [redacted]

NOTE: This form may be reproduced provided that copies are exact [redacted] tions on one sheet of both sides of this [redacted] form in accord-

[redacted] P/[redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of February, 1986.

Frank A. Schultz
(Assignee's Signature)
Frank A. Schultz

~~500 N. Akard, Suite 2160, LB 1, Lincoln Plaza~~
(Assignee's Address)

Dallas, Texas 75201-3318
(City) (State) (Zip Code)

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CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

On January 23, 1986, before me, BONNALEE KINDSVATER, a Notary Public, personally appeared JAMES B. WALLACE, known to me to be the PRESIDENT of BWAB INCORPORATED and acknowledged to me that such corporation executed the within instrument.

NOTARY PUBLIC

Bonnalee J. Kindsvater
Notary Public
Residing at: 1801 California St., #1000
Denver, Colorado 80202

My commission expires: April 25, 1987

process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
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The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

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A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 559

522

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-62118

Lease effective date February 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: FRANK A. SCHULTZ

Address *(include zip code)* 500 North Akard Street, #2160
Dallas, Texas 75201-3318

The undersigned, as owner of 75.00 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 31 North - Range 111 West, 6th PM
Sec. 19: Lots 1,2,3,4, E/2W/2, E/2
Sec. 28: All
Sec. 29: All
Sec. 30: Lots 1,2,3,4, E/2W/2, E/2

Sublette County, Wyoming

It is the intent of the Assignor herein to convey an equal interest in the operating rights unto the Assignee herein.

This assignment is made subject to the terms of that certain Participation Agreement and Joint Operating Agreement dated effective as of December 15, 1985, and executed by and between Frank A. Schultz and BWAB Incorporated.

Assignment approved as to lands described below

211094

RECORDED March 25 1986 8:04 A.M.
IN BOOK 76 Oil & Gas PAGE 522
FEES 6.00 Lucy J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	18.75% of 8/8ths
4. Specify interest or percent of record title interest being retained by assignor, if any	56.25% of 8/8ths
5. Specify overriding royalty being reserved by assignor	2.00% of 8/8ths proportionately reduced as to the interest conveyed to Assignee.
6. Specify overriding royalty previously reserved or conveyed, if any	4.50% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 23rd day of January , 19 86 .

BWAB INCORPORATED

James B. Wallace
(Assignor's Signature)
JAMES B. WALLACE, PRESIDENT

ATTEST: Ray O. Brownlie
RAY O. BROWNLIE, SECRETARY

1801 California Street, Suite 1000
(Assignor's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

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THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of the form in accordance

[redacted] P[redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of February, 1986.

Frank A. Schultz
(Assignee's Signature)
Frank A. Schultz

500 N. Akard, Suite 2160, LB-1, Lincoln Plaza
(Assignee's Address)

Dallas, Texas 75201-3318
(City) (State) (Zip Code)

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CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

On January 23, 1986, before me, BONNALEE KINDSVATER, a Notary Public, personally appeared JAMES B. WALLACE, known to me to be the PRESIDENT of BWAB INCORPORATED and acknowledged to me that such corporation executed the within instrument.

Bonnalee J. Kindsvater
Notary Public
Residing at: 1801 California St., #1000
Denver, Colorado 80202

My commission expires: April 25, 1987

process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 559

524

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That I, we, TXO PRODUCTION CORP.
FCC, 1700 Pacific Ave., LB-10, Dallas, Texas 75201, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77/0048,
and covering land situate in Sublette County, Counties, described as follows:

Township 31 North, Range 114 West
Section 22: SE/4NE/4, NE/4SE/4

and containing 80.00 acres more or less, for and in consideration of the sum of Ten and no/100 Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
Terra Resources, Inc., 1200 17th Street, Suite 2200
of Denver, Colorado 80202, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Township 31 North, Range 114 West
Section 22: SE/4NE/4, NE/4SE/4

March 25 1986 8:00AM
76 Pd
524
Fee $10.00

and containing 80.00 acres, more or less, reserving, however, unto assignor No overriding royalty

TO HAVE AND TO HOLD unto the said Terra Resources, Inc., it's successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 9th day of December, 1985.

WITNESS:

TXO PRODUCTION CORP.
Assignor-Lessee

By: Charles L. Canfield
Executive Vice President

Attest:
Joe B Allen
Assistant Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of .....
County of ..... } ss.

On this ..... day of ....., A. D. 19....., before me personally appeared .....
.....to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this ..... day of ....., A. D. 19.....

(SEAL)

Notary Public

My Commission expires: .....

ACKNOWLEDGEMENT (For use by Corporation)

State of Texas
County of Dallas } ss.

On this 9th day of December, A. D. 1985, before me personally appeared Charles L. Canfield, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of TXO PRODUCTION CORP., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Charles L. Canfield acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of December, A. D. 1985.

(SEAL)

SANDI JACKMAN
Notary Public State of Texas
Commission Expires July 7, 1987

Sandi Jackman
Notary Public in and for Dallas County, Texas

My Commission expires: Commission Expires July 7, 1987

Assignment approved by Board of Land Commissioners: .....

Assignment recorded in the Office of the Commissioner of Public Lands: .....

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

[redacted]

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-69876

Lease effective date
January 1, 1980

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Terra Resources, Inc.

Address (include zip code)
1200 17th Street, Suite 2200
Denver, Colorado 80202

The undersigned, as owner of 7.5% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 36 North, Range 114 West
Section 33: S/2N/2, S/2

Containing 480.00 acres
Sublette County, Wyoming

241004

Assignment approved as to lands described below

FILED this March 25 86 8:00 A
BOOK 76 Oil PAGE 525
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100% of 7.5%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.0%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 9th day of December, 1985.
TXO PRODUCTION CORP.

Charles L. Canfield (Assignor's Signature)
Executive Vice President

FCC 1700 Pacific Ave., LB-10 (Assignor's Address)

ATTEST:
Assistant Secretary

Dallas, Texas 75201
(City) (State) (Zip Code)

DELAWARE
1000

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

511811-003

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord-

PART H

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation, associations of the United States, or any State or Territory thereof; or municipalities.

2. Of the age of majority in the State where the lands to be assigned are located.

3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 8th day of January, 19 86

(Assignee's Signature)

RODERICK SMITH
ATTORNEY-IN-FACT
Power of attorney on file under W-56800

1200 17th Street, Suite 2200
(Assignee's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF TEXAS X

COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me by CHARLES L. CANFIELD, EXECUTIVE VICE PRESIDENT of TXO PRODUCTION CORP., this 9th day of December, 1985.

WITNESS my hand and official seal.

Notary Public in and for Dallas County, Texas

My Commission Expires:

SANDI JACKMAN
Notary Public State of Texas
Commission Expires July 7, 1987

process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment [illegible]

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

RETURN TO: TERRA RESOURCES, INC.
P. O. BOX 2329
TULSA, OKLA. 74101
ATTN: LAND DEPT.

GPO 857 - 529

Form 3106 - 5
(October 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-69867

Lease effective date
January 1, 1980

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Terra Resources, Inc.

Address (include zip code)
1200 17th Street, Suite 2200
Denver, Colorado 80202

The undersigned, as owner of 7.5% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 37 North, Range 113 West
Section 17: SW/4

Containing 160.00 acres
Sublette County, Wyoming

241097

Assignment approved as to lands described below

FILED March 25 1986 8:00 A.M.
BOOK 76 Oil PAGE 527
FEES 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100% of 7.5%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.0%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 9th day of December, 1985.
TXO PRODUCTION CORP.

(Assignor's Signature)
Charles L. Canfield
Executive Vice President
ATTEST:
Assistant Secretary

FCC, 1700 Pacific Ave., LB-10
(Assignor's Address)

Dallas, Texas 75201
(City) (State) (Zip Code)

(Title 18, U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.)

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

511809-000

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord-

5-28

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 8th day of January, 1986

Roderick Smith
(Assignee's Signature)

1200 17th Street, Suite 2200
(Assignee's Address)

RODERICK SMITH
ATTORNEY-IN-FACT

Denver, Colorado 80202
(City) (State) (Zip Code)

Power of Attorney on file under W-56800

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF TEXAS X

COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me by CHARLES L. CANFIELD, EXECUTIVE VICE PRESIDENT of TXO PRODUCTION CORP., this 9th day of December, 1985.

WITNESS my hand and official seal.

Sandi Jackman
Notary Public in and for Dallas County, Texas

My Commission Expires:

SANDI JACKMAN
Notary Public State of Texas
Commission Expires July 7, 1987.

process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment [illegible]

A Federal lessee is obligated to report this information under provisions of 43 CFR 310[illegible]

RETURN TO: TERRA RESOURCES, INC.
P. O. BOX 2329
TULSA, OKLA. 74101
ATTN: LAND DEPT.

GPO 837 - 559

Form 3106 - 5
(October 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-69868

Lease effective date
January 1, 1980

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Terra Resources, Inc.

Address (include zip code)
1200 17th Street, Suite 2200
Denver, Colorado 80202

The undersigned, as owner of 7.5% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 38 North, Range 113 West
Section 18: NE/4

Containing 160.00 acres
Sublette County, Wyoming

241093

Assignment approved as to lands described below

RECORDED March 25 '86 8:00 AM
BOOK 76 Oil & Gas PAGE 529
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100% of 7.5%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.0%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 9th day of December, 1985.
TXO PRODUCTION CORP.

(Assignor's Signature)

Charles L. Canfield
Executive Vice President
ATTEST:
Assistant Secretary

FCC, 1700 Pacific Ave., LB-10
(Assignor's Address)

Dallas Texas 75201
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

511810-000
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord-

530

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.

2. Of the age of majority in the State where the lands to be assigned are located.

3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 8th day of January, 19 86

Roderick Smith

(Assignee's Signature)

1200 17th Street, Suite 2200

(Assignee's Address)

RODERICK SMITH
ATTORNEY-IN-FACT

Denver, Colorado 80202

(City) (State) (Zip Code)

Power of Attorney on file under W-56800

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF TEXAS X

COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me by CHARLES L. CANFIELD, EXECUTIVE VICE PRESIDENT of TXO PRODUCTION CORP., this 9th day of December, 1985.

WITNESS my hand and official seal.

Sandi Jackman

Notary Public in and for Dallas County, Texas

My Commission Expires:

SANDI JACKMAN
Notary Public State of Texas
Commission Expires July 7, 1987

process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 31

RETURN TO: TERRA RESOURCES, INC.
P. O. BOX 2329
TULSA, OKLA. 74101
ATTN: LAND DEPT.

GPO 837 - 559

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-57539

Lease effective date
February 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Terra Resources, Inc.

Address *(include zip code)*

P O Box 2329 Tulsa, OK 74101

The undersigned, as owner of 50.0% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 31 North, Range 112 West, 6th P.M.
Section 4: Lot 4, S/2 NW/4, SW/4
Section 5: Lots 1, 2, 3, S/2 N/2, S/2
Section 8: NE/4
Section 9: W/2

containing 1357.07 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

RECEIVED March 25 1986 8:00 A.M.
BOOK 76 Oil & Gas PAGE 531
FEE $8.00 Sublette County
WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	5.0%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 24th day of January , 1986

Williams Exploration Company

By: Joe Gill
(Assignor's Signature)
Joe Gill, Attorney-In-Fact

P O Box 4664
(Assignor's Address)

Houston, TX 77210
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date) WY 2911

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

532

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 3rd day of February, 19 86

(Assignee's Signature)

RODERICK SMITH
ATTORNEY-IN-FACT

Power of Attorney on file under W-56800
and is in effect.

1200 17th Street, Suite 2200
(Assignee's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

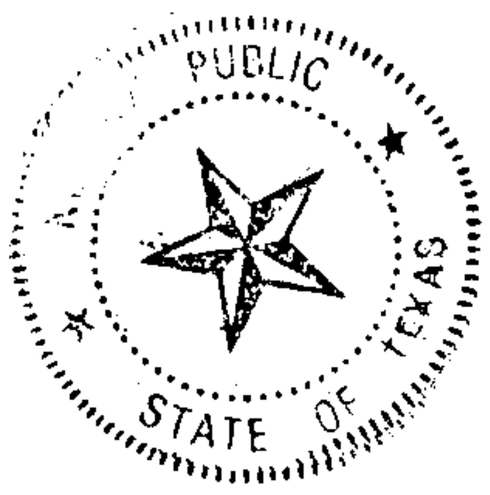
RETURN TO: TERRA RESOURCES, INC.
P. O. BOX 2329
TULSA, OKLA. 74101
ATTN: LAND DEPT.

[redacted] [redacted] [redacted]

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24th day of January, 1986 by Joe Gill, Attorney-in-Fact of Williams Exploration Company.

Witness my hand and official seal.



Karen O'Quain
Notary Public

My Commission Expires: 5-10-86

534

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-57542

Lease effective date
February 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Terra Resources, Inc.

Address *(include zip code)*

P O Box 2329 Tulsa, OK 74101

The undersigned, as owner of 50.0% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 31 North, Range 113 West
Section 14: NW/4SE/4, S/2SE/4
Section 24: NW/4, N/2SW/4

containing 360.00 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

RECORDED March 25 1986 8:00 AM
BOOK 76 Oil & Gas PAGE 534
FEE $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	5.0%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 24th day of January , 1986

Williams Exploration Company

By: [signature]
(Assignor's Signature)
Joe Gill, Attorney-In-Fact

P O Box 4664
(Assignor's Address)

Houston TX 77210
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

WY 2828

NOTE: This fo[redacted] reproduced provided that copies are exa[redacted]ductions on one sheet of both sides of th[redacted] form in accord-

[redacted] [redacted] [redacted]

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES that, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 3rd day of February, 1986

[redacted]
(Assignee's Signature)

1200 17th Street, Suite 2200
(Assignee's Address)

RODERICK SMITH
ATTORNEY-IN-FACT

Power of Attorney on file under W-56800
and is in effect.

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevent to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

RETURN TO: TERRA RESOURCES, INC.
P. O. BOX 2329
TULSA, OKLA. 74101
ATTN: LAND DEPT.

535

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24th day of January, 1986 by Joe Gill, Attorney-in-Fact of Williams Exploration Company.

Witness my hand and official seal.

Karen O'Quain
Notary Public

My Commission Expires: 5-10-86

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W 61814

Lease effective date
February 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Terra Resources, Inc.

Address *(include zip code)*

P O Box 2329 Tulsa, OK 74101

The undersigned, as owner of 47.5% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming Township 36 North, Range 115 West Section 25: All 639.00 acres, more or less	

RECORDED March 25 1986 8:00 A.M.
IN BOOK 76 Deed Records PAGE 537
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	4.0%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 24th day of January, 1986

Williams Exploration Company

By: Joe Gill
(Assignor's Signature)
Joe Gill, Attorney-In-Fact

P O Box 4664
(Assignor's Address)

Houston, TX 77210
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date) WY 2935

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.*

538

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 3rd day of February, 19 86

(Assignee's Signature)

RODERICK SMITH
ATTORNEY-IN-FACT

Power of Attorney on file under W-56800
and is in effect.

1200 17th Street, Suite 2200
(Assignee's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106.3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

RETURN TO: TERRA RESOURCES, INC.
P. O. BOX 2329
TULSA, OKLA. 74101
ATTN: LAND DEPT.

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24th day of January, 1986 by Joe Gill, Attorney-in-Fact of Williams Exploration Company.

Witness my hand and official seal.

Karen O'Quain
Notary Public

My Commission Expires: 5-10-86

540

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-2120

Lease effective date
November 1, 1966

PART I

1. Assignee's Name
HOWELL PETROLEUM CORPORATION

Address *(include zip code)*
1010 Lamar, Suite 1800
Houston, TX 77002

The undersigned, as owner of TR. 1: 7.50 / TR. 2: 7.50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.
Tr. 1: Sec. 15: NW/4
Tr. 2: Sec. 15: SW/4
320.00 acres, more or less
Sublette County, Wyoming
In both tracts, from the surface of the ground down to and including 100 feet below the stratigraphic equivalent of the total depth drilled in the Fogarty Creek #2-16 Well.

211128

RECORDED March 26 1986 8:00 AM
IN BOOK 76 Misc PAGE 540
FEES $6.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

3. Specify interest or percent of operating rights being conveyed to assignee	TR. 1: TR. 2:	100.00% 100.00%
4. Specify interest or percent of operating rights being retained by assignor		-0-
5. Specify overriding royalty interest being reserved by assignor		-0-
6. Specify overriding royalty previously reserved or conveyed, if any	TR. 1: TR. 2:	5.516% 6.141%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 1985.

PETRO-SEARCH, INC.

Paul Funkhouser (Assignor's Signature)
Paul Funkhouser, President

1010 Lamar, Suite 1800 (Assignor's Address)
Houston, TX 77002

Joe A. Salkeld, Assistant Secretary (City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1986

By _____ ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION (Title)

MAR 12 1986 (Date)

For Assignee

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

110-00 [redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85.

HOWELL PETROLEUM CORPORATION

Paul Funkhouser

(Assignee's Signature)

Paul Funkhouser, President

Michael R. Drake, Assistant Secretary

1010 Lamar, Suite 1800

(Assignee's Address)

Houston, TX 77002

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.
2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.
3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-54162

Lease effective date
April 1, 1976

PART I

1. Assignee's Name

EXXON CORPORATION

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 3.900 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North - Range 114 West, 6th P.M.
Section 29: NE/4

covering 160.00 acres in Sublette County, Wyoming

All rights below the base of the Dakota formation being defined as that certain stratigraphic horizon found at 9,340 feet in the True-Belco State No. 24-16 well in the SW/4 Section 16, T29N - R114W.

211149

March 27 1986 8:00 A.M.
BOOK 76 D&O PAGE 542
FEES 6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McDevitt

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 31st day of March, 19 86.

John J. Christmann
(Assignor's Signature)

1500 Broadway, Suite 800
(Assignor's Address)

John J. Christmann

SS No. 520-01-9822

Lubbock, Texas 79401
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

663070 001

542

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of MAR 24 1986, 19 .

EXXON CORPORATION

(Assignee's Signature)

P. O. BOX 2305

(Assignee's Address)

OMER R. HUMBLE
Attorney-in-Fact

HOUSTON, TX 77252

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Texas
COUNTY OF Lubbock } SS.

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by John J. Christmann

this 4th day of March, 1986.

WITNESS my hand and official seal.

My commission expires:
5/11/87

Sharon Roach
Notary Public
SHARON ROACH

connection with information required by this assignment and

STATE OF COLORADO
COUNTY OF ARAPAHOE } SS.

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of Exxon Corporation this of 24th day of March, 1986.

WITNESS my hand and official seal

My commission expires:
October 13, 1986

Annette Lore
Notary Public

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

[redacted] [redacted] [redacted]

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-80232

Lease effective date
April 1, 1979

PART I

1. Assignee's Name

EXXON CORPORATION

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 15.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North - Range 115 West, 6th P.M.
Section 14: NE/4, E/2NW/4, S/2

covering 560.00 acres in Sublette County, Wyoming

All rights below the base of the Dakota formation being defined as that certain stratigraphic horizon found at 9,340 feet in the True-Belco State No. 24-16 well in the SW/4 Section 16, T29N - R114W.

211150

March 27 1986 8:00 AM
76 Pd $ 544
6.00 Lena Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	9%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created hetein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 3rd day of March , 19 86 .

John J. Christmann
(Assignor's Signature)

1500 Broadway, Suite 800
(Assignor's Address)

John J. Christmann

SS No. 520-01-9822

Lubbock, Texas 79401
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

666199 001

544

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 24 day of MAR 1986, 19

EXXON CORPORATION

(Assignee's Signature)

OMER R. HUMBLE
Attorney-in-Fact

P. O. BOX 2305

(Assignee's Address)

HOUSTON, TX 77252

(City) (State) (Zip Code)

STATE OF Texas
COUNTY OF Lubbock } SS.

(Individual—Wyo.)

The foregoing instrument was acknowledged before me by John J. Christmann

this 24th day of March, 1986.

WITNESS my hand and official seal.

Sharon Leach

Notary Public
SHARON ROACH

My commission expires:
5/11/87

STATE OF COLORADO
COUNTY OF ARAPAHOE } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of Exxon Corporation this of 24th day of March, 1986.

WITNESS my hand and official seal.

Annette Ross

Notary Public

My commission expires:
October 13, 1986

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

[redacted] [redacted] [redacted]

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-54161

Lease effective date
April 1, 1976

PART I

1. Assignee's Name

EXXON CORPORATION

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

The undersigned, as owner of 3.899997 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North - Range 114 West, 6th P.M.
Section 19: E/2

covering 320.00 acres in Sublette County, Wyoming

All rights below the base of the Dakota formation being defined as that certain stratigraphic horizon found at 9,340 feet in the True-Belco State No. 24-16 well in the SW/4 Section 16, T29N - R114W.

211151

RECORDED March 27 1986 8:40 A.M.
IN BOOK 76 Oxd PAGE 546
FEES $6.00 Lavon J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McKinnie

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 3rd day of March, 19 86.

John J. Christmann
(Assignor's Signature)

1500 Broadway, Suite 800
(Assignor's Address)

John J. Christmann

Lubbock, Texas 79401
(City) (State) (Zip Code)

SS No. 520-01-9822

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

663071 001

546

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 24 day of MAR 1986, 19

EXXON CORPORATION

(Assignee's Signature)

OMER R. HUMBLE
Attorney-in-Fact

P. O. BOX 2305

(Assignee's Address)

HOUSTON, TX 77252

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

STATE OF Texas
COUNTY OF Lubbock } SS.

(Individual–Wyo.)

The foregoing instrument was acknowledged before me by John J. Christmann

this 4th day of March, 1986.

WITNESS my hand and official seal.

My commission expires: 5/11/87

Notary Public
SHARON ROACH

STATE OF COLORADO
COUNTY OF ARAPAHOE } SS.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble

of Exxon Corporation as Attorney-In-Fact

this of 24th day of March, 1986.

WITNESS my hand and official seal.

My commission expires
October 15, 1986

Notary Public

This information will be used to create a record of lease assignments.
Response to this request is required to obtain a benefit.

[redacted] [redacted] [redacted]

Producers 88
Western States

[redacted] [redacted] [redacted]

OIL AND GAS LEASE

THIS AGREEMENT made this 5th day of November 19 85, between
Viola M. Pavlisin and Max Pavlisin, wife and husband
1017 Beech Avenue
Kemmerer, Wyoming 83101
Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee, WITNESSETH:

1. Lessor in consideration of ten and more Dollars
($ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to wit:

Township 27 North, Range 115 West, 6th P.M.
Section 7: Lot 5 (26.03)
Sections 6 and 7: Resurvey Tract 37 (146.81)
Sections 7 and 18: Resurvey Tract 38 (240.00)

211196

RECORDED March 31 1986 11:00 A M
IN BOOK 76 Deeds PAGE 548
FEES $6.00 Lauri Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

of Section _____, Township _____, Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 412.84 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XX~~ five (5) years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor s wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in FIRST WYOMING Bank of 811 Pine Ave., Kemmerer, Wyoming 83101 (which bank and its successors are Lessors agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Four Hundred Twelve and 84/100-- Dollars ($ 412.84), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor s consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor s consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

Form 1229 Jan-83

665740-A-

548

5-49

10. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns. This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties. IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

_____

_____

Signatures

x Viola M. Pavlisin

Address Viola M. Pavlisin

x Max Pavlisin

Address Max Pavlisin

Taxpayer Identification or Social Security Number

520-48-6250

520-03-2607

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Wyoming

County of Lincoln ss.

On this 9 day of ~~November~~ December in the year of 19 85, before me, a Notary Public within and for said County and State, personally appeared Viola M. Pavlisin and Max Pavlisin, wife and husband known to me to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

Mae Jean Julian Notary Public
County of Lincoln State of Wyoming
My Commission Expires Oct. 1, 1988

Mae Jean Julian
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires:

_____
Notary Public

No. _____

OIL AND GAS LEASE

FROM

_____

TO

_____

_____

_____

Date _____, 19___

Section ____ Township ____ Range ____

_____ County.

No. of Acres ____ Term ____

_____

STATE OF _____

County of _____ ss.

This instrument was filed for record on the ____ day of _____, 19___ at ____ o'clock ____ M., and duly recorded in book ____ page ____ of the records of this office.

_____
County Clerk, Register of Deeds

by _____
Deputy

Record and Mail to:
[illegible] Recorded
Return to:
Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Data

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, SPRINGFIELD OIL COMPANY
550 Petroleum Building
Denver, Colorado 80202

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

Amoco Production Company
P.O. Box 800
Denver, Colorado 80202

(hereinafter called Assignee) all right, title and interest in and to the oil and gas leases described in Exhibit "A" which is attached hereto and made a part hereof, together wiht the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said leases,estates, rights and property, free and clear from all liens, encumbrances or adverse claims; That said leases are valid and subsisting leases on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full-force have been duly performed.

EXECUTED, This 9th day of January, 1986.

ATTEST:
SEAL
BY: Mary C. Sellers
Mary C. Sellers, Secretary

SPRINGFIELD OIL COMPANY
BY: Richard E. Martin
Richard E. Martin, President

STATE OF COLORADO

ss. Corporate Acknowledgment

COUNTY OF DENVER

On this 9th day of January, 1986, before me the undersigned, a Notary Public in and for said county, personally came Richard E. Martin, President of SPRINGFIELD OIL COMPANY to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said president and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at 2:00 p.m. in said county the day and year last above written.

My commission expires June 15, 1989

Martin Lee
NOTARY PUBLIC

NOTARY PUBLIC
MARTIN LEE
STATE OF COLORADO

211197

RECORDED March 31 1986 11:20 A.
IN BOOK 76 Ores PAGE 550
FEES $16.50 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

666511-A-

665790-A-

550

13-77-B
REVISED 8-1-52

LEASE SCHEDULE

EXHIBIT "A", PAGE 1 of 6 STATE OF Wyoming COUNTY OF Lincoln and Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
1343-32 666511-A	Hugh Wardell and Betty Wardell, husband and wife	Springfield Oil Company	11-13-85	Tract A Township 27 North, Range 115 West, 6th P.M. Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00) and 41D (40.00); Township 27 North, Range 114 West, 6th P.M. Section 34: S½SE¼, E½SE¼SW¼; Containing 260.00 acres, more or less Sublette County, Wyoming Tract B Township 27 North, Range 115 West 6th P.M. Sections 7 and 18: All that part of Resurvey Tract 38 and Lot 5 described as follows: Beginning at the Northeast corner of Lot 5, Section 7, Township 27 North, Range 115 West, thence South 00°3[illegible] East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet; thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less, along the North line of Lot 5 to the point of beginning; AND; A parcel of land situate within Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said (Continued)	1,345.79		

551

13-77-8
REVISED 8-1-52

LEASE SCHEDULE

EXHIBIT "A", PAGE 2 of 6 STATE OF Wyoming COUNTY OF Sublette and Lincoln

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
1343-32	(Continued)			(Tract B Continued) road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 cahins to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary to the point of beginning; Containing 26.00 acres, more or less Sublette County, Wyoming Township 26 North, Range 114 West, 6th P.M. Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the following described parcels of land: Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; AND; Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county			

(Continued)

552

13-77-8
REVISED 8-1-32

LEASE SCHEDULE

EXHIBIT "A", PAGE 3 of 6 STATE OF Wyoming COUNTY OF Lincoln and Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
1343-32	(Continued)			Township 26 North, Range 114 West, 6th P.M. (Continued) road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to point of beginning, containing 55.25 acres, more or less; Section 4: E½SW¼, S½SE¼; Section 9: NE¼NE¼; Section 10: N½, E½SW¼; Section 11: NW¼; Section 15: NE¼NW¼; Containing 1059.79 acres, more or less Lincoln County, Wyoming			

5353

13-77-6
REVISED 8-1-52

LEASE SCHEDULE

EXHIBIT "A", PAGE 4 of 6 STATE OF Wyoming COUNTY OF Lincoln and Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
1343-32A	Joseph W. Krall, a single man	Springfield Oil Company	11-13-85	Tract A Township 27 North, Range 115 West, 6th P.M. Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00) and 41D (40.00); Township 27 North, Range 114 West, 6th P.M. Section 34: S½SE¼, E½SE¼SW¼; Containing 260.00 acres, more or less Sublette County, Wyoming Tract B Township 27 North, Range 115 West 6th P.M. Sections 7 and 18: All that part of Resurvey Tract 38 and Lot 5 described as follows: Beginning at the Northeast corner of Lot 5, Section 7, Township 27 North, Range 115 West, thence South 00°3ᵀ East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet; thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less, along the North line of Lot 5 to the point of beginning; AND; A parcel of land situate within Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said (Continued)	1,345.79		

554

13.77.8
REVISED 8-1-52

LEASE SCHEDULE

EXHIBIT "A", PAGE 5 of 6 STATE OF Wyoming COUNTY OF Sublette and Lincoln

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
1343-32A	(Continued)			(Tract B Continued) road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 cahins to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary to the point of beginning; Containing 26.00 acres, more or less Sublette County, Wyoming Township 26 North, Range 114 West, 6th P.M. Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the following described parcels of land: Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; AND; Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county (Continued)			

555

15-77-8
REVISED 8-1-32

LEASE SCHEDULE

EXHIBIT "A", PAGE 6 of 6 STATE OF Wyoming COUNTY OF Lincoln and Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
1343-32A	(Continued)			Township 26 North, Range 114 West, 6th P.M. (Continued) road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to point of beginning, containing 55.25 acres, more or less; Section 4: E½SW¼, S½SE¼; Section 9: NE¼NE¼; Section 10: N½, E½SW¼; Section 11: NW¼; Section 15: NE¼NW¼; Containing 1059.79 acres, more or less Lincoln County, Wyoming			
1343-33 665790-A-	Viola M. Pavlisin and Max Pavlisin, wife and husband	Springfield Oil Company	11-5-85	Township 27 North, Range 115 West, 6th P.M. Section 7: Lot 5(26.03); Section 6 and 7: Resurvey Tract 37 (146.81); Section 7 and 18: Resurvey Tract 38 (240.00);	412.84		

336

557

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-0320213

Lease effective date
November 1, 1965

PART I

1. Assignee's Name
HOWELL PETROLEUM CORPORATION

Address *(include zip code)*
1010 Lamar, Suite 1800
Houston, TX 77002

The undersigned, as owner of 12.50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.
Sec. 29: Lots 3,4,5,6,7,8,13,14,15
287.84 acres, more or less
Sublette County, Wyoming
From the surface to a depth that is the stratigraphic equivalent of 8,850 feet, as measured in the Petro-Search #1-32 Federal Well, located in the SW/4 SE/4 (Lot 19) of Section 32, Township 28 North, Range 114 West.

211249

RECORDED April 2 1986 10:00 AM
IN BOOK 76 OR PAGE 557
FEES $6.00 Louise Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

3. Specify interest or percent of operating rights being conveyed to assignee	100.00%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	4.69%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 1985.

PETRO-SEARCH, INC.

(Assignor's Signature)
Raul Funkhouser, President

Joe W. Walkeld, Assistant Secretary

1010 Lamar, Suite 1800
(Assignor's Address)

Houston, TX 77002
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

MAR 18 1986
(Date)

NOTE: *This form may be reproduced provided that copies are exact [redacted]ions on one sheet of both sides of this [redacted]orm in accordance with [redacted]s of 43 CFR 3106.*

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 1985.

HOWELL PETROLEUM CORPORATION

Paul Funkhouser

(Assignee's Signature)

Paul Funkhouser, President

Michael R. Drake, Assistant Secretary

1010 Lamar, Suite 1800

(Assignee's Address)

Houston, TX 77002

(City) (State) (Zip Code)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser, President, of Petro-Search, Inc., this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:
ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser, President, of Howell Petroleum Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:
ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

Form 88—(Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

559

THIS AGREEMENT, Entered into this the 6th day of February, 19 86

between Joseph L. Budd and Ruth F. Budd, husband and wife
Big Piney, Wyoming

211263

hereinafter called lessor, and BWAB, Incorporated, 1801 California St., Suite 1000, Denver, CO 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided~~, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, ~~and for housing and boarding employees~~, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

RECORDED April 3 1986 3:00 PM
IN BOOK 76 Ox 2 PAGE 559
FEE $10.00 Lou J Yde COUNTY CLERK
by Dorothy MacLaurie

Township 31 North, Range 113 West, 6th PM
Section 26: SW¼NW¼, S½SW¼, NW¼SW¼, SW¼SE¼
27: SE¼NE¼, NE¼SE¼
35: NW¼NE¼, S½NE¼, NW¼, NW¼SE¼, NE¼SW¼

This agreement is subject to an addendum attached hereto as Exhibit "A".

and containing 640.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of one (1) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to ~~the delay rental as provided in paragraph (5) hereof~~, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

~~5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the ____ day of ____ 19 ____, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the ____ Bank at ____, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of ____ Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.~~

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to ~~growing crops~~ on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby ~~warrants and agrees to defend the title to the land herein described and~~ agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

~~13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described included in such unit in the same manner as though produced from the above described land under the terms of this lease.~~

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness: Mary Bishop 10-15-89 St. George

Joseph L. Budd — Joseph L Budd

SS# 520-61-5959

Ruth F. Budd — Ruth F Budd

SS# 520-[illegible]-4334

Mary Bishop
NOTARY PUBLIC

*one doll[illegible]00) per net acre

w/o [illegible] (w/o[illegible])

[illegible]

Printed by P&M [redacted] (801) 893 1681

STATE OF [redacted] }
COUNTY OF Washington } ss.

Oklahoma, [redacted] New Mexico, Wyoming, Montana, Colorado, [redacted]
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 11th day of February, 1986, personally appeared Joseph L. Budd and Ruth F. Budd, husband and wife

STATE OF UTAH
Mary Bishop
NOTARY PUBLIC

~~and~~ _____, to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 10-15-89

Mary Bishop
Notary Public.

Address: One So Main St Tooele

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

_____
Notary Public.

Address: _____

(SEAL)

My Commission expires _____

No. _____

FROM

TO

Dated _____

No. Acres _____

_____ County, _____

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ____M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____ County Clerk.

By _____ Deputy.

When recorded return to

FIDLAR INCORPORATED
[redacted] City Center 4
1801 California Street
Denver, Colorado 80202

EXHIBIT "A"

Exhibit "A" attached to and made a part of that certain oil and gas lease dated February 6, 1986 by and between Joseph L. Budd and Ruth F. Budd, husband and wife of Big Piney, Wyoming as Lessor and BWAB Incorporated of 1801 California St., Suite 1000, Denver, Colorado 80202 as Lessee.

"1. This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by BWAB Incorporated, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

2. Lessee's privilege of paying a shut-in royalty, as provided in paragraph 4 of the attached lease, may not be exercised to extend this lease beyond the later of two years after the completion of such shut-in well or two years after the expiration of the primary term hereof.

3. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of Lessor, provided, however, this provision shall not be construed to give Lessee any interest in any water right owned by Lessor or to give Lessee a senior water right to Lessor on said lands.

4. Lessee shall provide Lessor, upon request, with logs performed during its operation concerning sands or zones encountered by Lessee in its drilling on the lands described herein.

5. No refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the Lessor and reasonable compensation therefore.

6. When requested, Lessee shall fence all sump holes.

7. Upon expiration or sooner termination of this lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to nearly as practicable its original condition.

8. Lessee understands that the mineral and surface estate of the described lands are severed and that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances, and Lessor makes no assurances with respect to the use of the surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

9. Where the term of one-eighth (1/8th) appears in this lease, it shall be amended to read fifteen percent (15%).

10. Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall

accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit."

LESSOR:
Signed for identification:

Joseph L. Budd

Joseph L. Budd

Ruth F. Budd

Ruth F. Budd

LESSEE:
BWAB Incorporated

By: Jed W. Lemmons JED W. LEMMONS
Title: ATTORNEY-IN-FACT

563

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-90714

Lease effective date February 1, 1985

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

SHORELINE PETROLEUM COMPANY, L.P.

Address (include zip code)
Post Office Box 10350
Reno, Nevada 89510

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

T. 34 N., R. 114 W., Sublette County
6th PM, Wyoming

Section 3: Lots 1, 2, 3, 4, S½N½, S½

TOTAL AREA: 640.60 acres ±

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

211289

RECORDED April 7 1986 8:00 A M
IN BOOK 76 Oil & Gas PAGE 563
FEES $ 6.00 Lacy Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	3%
6. Specify overriding royalty previously reserved or conveyed, if any	NONE

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10th day of February, 1986.

L. Vaughn Graybehl
(Assignor's Signature)

L. VAUGHN GRAYBEHL

Post Office Box 11971
(Assignor's Address)

Reno, Nevada 89510
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective MAR 01 1986

By Fred O'Farrell
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

MAR 20 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the regulations of 43 CFR 3106.

[redacted] Assignee

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 12th day of February , 1986 .

Eugene J. Wait, Jr.
(Assignee's Signature)

EUGENE J. WAIT, JR., GENERAL PARTNER
SHORELINE PETROLEUM COMPANY, L.P.

Post Office Box 10350
(Assignee's Address)

Reno, Nevada 89510
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM. Use only for

STATE OF CALIFORNIA
County of Contra Costa } ss.

On February 10, 1986 DATE personally appeared before me,

a Notary Public (or judge or other officer, as the case may be), Jeff Hallock / L. V. Gragtek!

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Contra Costa the day and year in this certificate first above written.

Jeff Hallock
Signature of Notary

OFFICIAL SEAL
JEFF HALLOCK
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My commission expires Sept. 8, 1989

CARUSLE'S FORM NO. 36 N (ACKNOWLEDGMENT GENERAL)—A-63187

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

565

211295

RECORDED August 7 1986 2:00 PM
IN BOOK 76 Oil & Gas PAGE 565
FEES $10.00 Lana J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by D McGuire

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

THE STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

THAT, PETRON OIL AND GAS LIMITED PARTNERSHIP - 1980-I, a Massachusetts limited partnership, whose address is 160 State Street, Boston Massachusetts 02109, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, all in hand paid to Assignor by Assignee hereinafter named, the receipt and sufficiency of which is hereby acknowledged, has bargained, sold, transferred and conveyed, and by these presents does hereby bargain, sell, transfer and convey unto ITR Petroleum, Inc., whose address is 1300 Main Street, Suite 512, Houston, Texas 77002, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the oil, gas and mineral leases described in Exhibit "A", attached hereto, and the mineral leasehold estates created thereby, and in and to the well or wells drilled upon the leasehold estates described in Exhibit "A" subject to the reservations, exceptions, limitations and conditions hereinafter set forth and subject to the terms and provisions hereinafter stated.

Reference is here made to the leases described on Exhibit "A", and any amendments thereto, of record in the office of the County Clerk of Sublette County, Wyoming for a more particular description of the acreage covered thereby and for the terms and provisions of said leases and any amendments.

And for the same consideration Assignor does hereby sell, assign, transfer and convey unto Assignee all of Assignor's right, title and interest in and to all improvements now owned or hereafter acquired by Assignor and located on the lands and leases including all oil, gas and water wells now or hereafter located thereon; all rights, privileges and appurtenances thereto with all reversions and remainders; all equipment, apparatus, machinery and fixtures of whatever kind, nature and description belonging to Assignor which are or may be used in the conduct of

operations on said land and leases, whether the same be considered real, personal or mixed property, including, but not limited to, all casing, tubing, rods, pumps, derricks, separators, engines, motors, tanks, flow lines, valves, meters, loading racks, processing equipment, water disposal equipment, power and lighting plants, power and utility lines, leaseholds, sheds and warehouses, all pipelines, rights-of-way, franchises, licenses, tenements and easements owned by Assignor as are pertinent to such leases or used or useful in the operation thereof.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever, in accordance with the terms and provisions of said oil, gas and mineral leases, and any amendments thereto, and subject to the following reservations, exceptions, conditions and covenants, to wit:

1. Subject to any and all reservations of record in Sublette County, Wyoming, relating to overriding royalty interest and/or net profits interest burdening the leases described on Exhibit "A", and any and all other agreements referenced or described on Exhibit "A", which would affect the title to the leases described on Exhibit "A", and reference is hereby made to the records in the offices of the County Clerk of Sublette County, Wyoming for all purposes.

2. Assignor does hereby represent and warrant that this assignment conveys to Assignee all of Assignor's interest in and to the gross and net working interests and overriding royalty interests, if any, in the lands and leases set forth on Exhibit "A" and the various wells located on said lands and leases.

3. It is understood and agreed that the interests assigned herein include all of Assignor's present right, title and interest in and to the working interest, net revenue interest and overriding royalty interest in the leases and the wells and production therefrom described on Exhibit "A" whether or not same is referred to specifically on Exhibit "A".

4. This assignment shall be effective from and after the first day of June, 1985, at 7:00 a.m.

And for the same consideration, Assignor, for itself and its heirs, successors and assigns, does hereby covenant with Assignee, its heirs, successors and assigns, that it is the lawful owner of the interest conveyed hereby; that Assignor has good right and authority to sell and convey the same; and that Assignor will warrant and defend the title to the oil and gas leasehld interest and overridng royalty interest, if any, conveyed hereby unto Assignee against the lawful claims and demands of every person, claiming or to claim by, through and under Assignor but not otherwise.

EXECUTED this 1st day of January, 1986, but effective as of the date set forth above.

PETRON OIL AND GAS LIMITED
PARTNERSHIP - 1980 - I

By _____
RONALD M. PEARSON
General Partner

THE STATE OF MASSACHUSETTS

COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 1st day of January, 1986, by RONALD M. PEARSON, partner, for PETRON OIL AND GAS LIMITED PARTNERSHIP - 1980 - I, a Massachusetts limited partnership.

PETRON OIL AND GAS LIMITED PARTNERSHIP - 1980 - I has no corporate seal.

_____
John H. Lobshaw, Jr. (Printed)
NOTARY PUBLIC in and for the
State of MASSACHUSETTS

My Commission Expires:
November 28, 1991

EXHIBIT "A"
to that certain assignment dated _____, 1986,
by and between PETRON OIL & GAS LIMITED PARTNERSHIP - 1980 - I
and ITR PETROLEUM, INC., Sublette County, Wyoming

BIRD BUTTE PROSPECT

DATE	LESSOR	LESSEE	DESCRIPTION	COUNTY/STATE	RECORDING VOL/PG
2/1/78	U.S. Department of the Interior Bureau of Land Management	R. Ken Williams	NW/4 of Sec. 28; N/2 SW/4, SE/4 SW/4 of Sec. 28, T 27 N, R 111 W, 6 P.M.	Sublette County, WY	68/167
9/1/79	U.S. Department of the Interior Bureau of Land Management	Edward H. Judson	SW/4 of SW/4 of Sec. 28, T 27 N, R 111 W, 6 P.M.	Sublette County, WY	71/306

569

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0317227

Lease effective date
June 1, 1965

PART I

1. Assignee's Name
HOWELL PETROLEUM CORPORATION

Address *(include zip code)*
1010 Lamar, Suite 1800
Houston, TX 77002

The undersigned, as owner of 12.50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.
Sec. 28: W/2NW/4, SW/4
240.00 acres, more or less
Sublette County, Wyoming
From the surface to a depth that is the stratigraphic equivalent of 8,850 feet, as measured in the Petro-Search #1-32 Federal Well, located in the SW/4SE/4 (Lot 19) of Section 32, Township 28 North, Range 114 West.

211362

RECORDED April 10 19 86 8:00 AM
IN BOOK 76 O & G PAGE 569
FEES $ 6.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

3. Specify interest or percent of operating rights being conveyed to assignee	100.00%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	4.69%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 1985.
PETRO-SEARCH, INC.

(Assignor's Signature)
Paul Funkhouser, President

Joe A. Salkeld, Assistant Secretary

1010 Lamar, Suite 1800
(Assignor's Address)
Houston, TX 77002
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1985

By Fred O'Ferrall
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

for CHIEF, LEASING SECTION
(Title)

MAR 20 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

100-00 [redacted] [redacted] For Assignee [redacted]

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85 .

HOWELL PETROLEUM CORPORATION

Paul Funkhouser

(Assignee's Signature)

Paul Funkhouser, President

1010 Lamar, Suite 1800

(Assignee's Address)

Houston, TX 77002

(City) (State) (Zip Code)

Michael R. Drake, Assistant Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Petro-Search, Inc., this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovell Agency, Lawyers Surety Corp.

Rosalie G. Montoya

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Howell Petroleum Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovell Agency, Lawyers Surety Corp.

Rosalie G. Montoya

Notary Public in and for the State of Texas

This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

571

Form 3106–14
(September 1982)

UNIT STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W–0317227–A

Lease effective date
June 1, 1965

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name: HOWELL PETROLEUM CORPORATION

Address *(include zip code)*: 1010 Lamar, Suite 1800
Houston, TX 77002

The undersigned, as owner of TR.1: 12.50 TR.2: 12.50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.

Tr. 1: Sec. 33: NW/4, NE/4SW/4, N/2NW/4SW/4, SE/4NW/4SW/4
Tr. 2: Sec. 33: SW/4NW/4SW/4

240.00 acres, more or less
Sublette County, Wyoming
From the surface to a depth that is the stratigraphic equivalent of 8,850 feet as measured in the Petro-Search #1-32 Federal Well, located in the SW/4SE/4 (Lot 19) of Section 32, Township 28 North, Range 114 West.

211363

RECORDED April 10 1986 8:00 AM
IN BOOK 76 O&G PAGE 571
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

3. Specify interest or percent of operating rights being conveyed to assignee	TR. 1: TR. 2:	100.00% 100.00%
4. Specify interest or percent of operating rights being retained by assignor		-0-
5. Specify overriding royalty interest being reserved by assignor		-0-
6. Specify overriding royalty previously reserved or conveyed, if any	TR. 1: TR. 2:	4.69% 6.13%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 1985.

PETRO-SEARCH, INC.

Paul Funkhouser
(Assignor's Signature)
Paul Funkhouser, President

Joe A. Salkeld
Joe A. Salkeld, Assistant Secretary

1010 Lamar, Suite 1300
(Assignor's Address)
Houston, TX 77002
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1985

By Fred O'Ferrall
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

MAR 20 1986
(Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.*

For Assignee

101-00 [redacted]

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 1985.

HOWELL PETROLEUM CORPORATION

Paul Funkhouser
(Assignee's Signature)
Paul Funkhouser, President

1010 Lamar, Suite 1800
(Assignee's Address)
Houston, TX 77002

Michael R. Drake, Assistant Secretary

(City) (State) (Zip Code)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Petro-Search, Inc., this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:
ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovell Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

STATE OF TEXAS X
X
COUNTY OF HARRIS X

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Howell Petroleum Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:
ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovell Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

573

Form 3106–14
(September 1982)

UNIT STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0317228

Lease effective date
June 1, 1965

PART I

1. Assignee's Name
HOWELL PETROLEUM CORPORATION

Address *(include zip code)*
1010 Lamar, Suite 1800
Houston, TX 77002

The undersigned, as owner of 12.50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)
TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.
Sec. 28: E/2NW/4
Sec. 32: Lots 11, 12, 13, 14, 15
259.37 acres, more or less
Sublette County, Wyoming
From the surface to a depth that is the stratigraphic equivalent of 8,850 feet, as measured in the Petro-Search #1-32 Federal Well, located in the SW/4SE/4 (Lot 19) of Section 32, Township 28 North, Range 114 West.

211364

RECORDED April 10 1986 8:00 AM
IN BOOK 76 O&G PAGE 573
FEES $6.00 Lois J. Yako COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

3. Specify interest or percent of operating rights being conveyed to assignee	100.00%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.13%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 1985.
PETRO-SEARCH, INC.

Paul Funkhouser
(Assignor's Signature)
Paul Funkhouser, President

1010 Lamar, Suite 1800
(Assignor's Address)
Houston, TX 77002

Joe A. Salkeld, Assistant Secretary
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1985

By Fred O'Terrall
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

for CHIEF, LEASING SEC... MAR 20 1986
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

102-00 [redacted] [redacted] For Assignee [redacted]

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85 .

HOWELL PETROLEUM CORPORATION

Paul Funkhouser
(Assignee's Signature)

Paul Funkhouser, President

Michael R. Drake, Assistant Secretary

1010 Lamar, Suite 1800
(Assignee's Address)

Houston, TX 77002
(City) (State) (Zip Code)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser, President, of Petro-Search, Inc., this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovett Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

STATE OF TEXAS I
I
COUNTY OF HARRIS I

The foregoing instrument was acknowledged before me by Paul Funkhouser, President, of Howell Petroleum Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovett Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

575

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0317229

Lease effective date
June 1, 1965

PART I

1. Assignee's Name
HOWELL PETROLEUM CORPORATION

Address *(include zip code)*
1010 Lamar, Suite 1800
Houston, TX 77002

~~TR. 1: 12.50%~~

The undersigned, as owner of TR. 2: 12.50% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.

Tr. 1: Sec. 29: Lots 1,2,9,10,11,12,19,20
Sec. 32: Lots 1,2,3,4,5,6,7, N/2 of Lot 8, N/2 of Lot 10

Tr. 2: Sec. 32: S/2 of Lot 8, S/2 of Lot 10, Lot 9

676.33 acres, more or less
Sublette County, Wyoming

In both tracts, from the surface to a depth that is the stratigraphic equivalent of 8,850 feet, as measured in the Petro-Search #1-32 Federal Well, located in the SW/4SE/4 (Lot 19) of Section 32, Township 28 North, Range 114 West.

211365

RECORDED April 10 1986 9:00 AM
IN BOOK 76 O&G PAGE 575
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

3. Specify interest or percent of operating rights being conveyed to assignee	Tr. 1: 100.00% Tr. 2: 100.00%	
4. Specify interest or percent of operating rights being retained by assignor		-0-
5. Specify overriding royalty interest being reserved by assignor		-0-
6. Specify overriding royalty previously reserved or conveyed, if any	Tr. 1: 4.69% Tr. 2: 6.13%	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85.

PETRO-SEARCH, INC.

(Assignor's Signature)
Paul Funkhouser, President

1010 Lamar, Suite 1800
(Assignor's Address)
Houston, TX 77002

Joe A. Salkeld, Assistant Secretary
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1985

By Fred O'Ferrall
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

for CHIEF, LEASING SECTION
(Title)

MAR 20 1986
(Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.*

103-00

For Assignee

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 1985.

HOWELL PETROLEUM CORPORATION

Paul Funkhouser

(Assignee's Signature)

Paul Funkhouser, President

Michael R. Drake, Assistant Secretary

1010 Lamar, Suite 1800

(Assignee's Address)

Houston, TX 77002

(City) (State) (Zip Code)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser, President, of Petro-Search, Inc., this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:
ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovell Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

STATE OF TEXAS I
I
COUNTY OF HARRIS I

The foregoing instrument was acknowledged before me by Paul Funkhouser, President, of Howell Petroleum Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:
ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovell Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

577

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0322610

Lease effective date
April 1, 1966

PART I

1. Assignee's Name
HOWELL PETROLEUM CORPORATION

Address *(include zip code)*
1010 Lamar, Suite 1800
Houston, TX 77002

The undersigned, as owner of 12.50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.3-4)

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.
Sec. 29: Lots 16,17,18
95.28 acres, more or less
Sublette County, Wyoming
From the surface to a depth that is the stratigraphic equivalent of 8,850 feet, as measured in the Petro-Search #1-32 Federal Well, located in the SW/4SE/4(Lot 19) of Section 32, Township 28 North, Range 114 West.

211366

RECORDED April 10 1986 8:00 AM
IN BOOK 76 O&G PAGE 577
FEES $6.00 Lois J. Yakel COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by: Carol A. Cheney, Deputy

3. Specify interest or percent of operating rights being conveyed to assignee	100.00%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	1.75%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 1985.

PETRO-SEARCH, INC.

(Assignor's Signature)
Paul Funkhouser, President

Joe A. Salkeld, Assistant Secretary

1010 Lamar, Suite 1800
(Assignor's Address)
Houston, TX 77002
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1985

By ANDREW L. TARSIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

MAR 18 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

106-00 [redacted] [redacted] FOR ASSIGN[redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85 .

HOWELL PETROLEUM CORPORATION

Paul Funkhouser
(Assignee's Signature)

Paul Funkhouser, President

Michael R. Drake, Assistant Secretary

1010 Lamar, Suite 1800
(Assignee's Address)

Houston, TX 77002
(City) (State) (Zip Code)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Petro-Search, Inc., this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:
ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovett Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

I, the undersigned Notary Public in and for said County and State, hereby certify that Paul W. Funkhouser, whose name as President of Howell Petroleum Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal this 7th day of April, 1986.

My Commission Expires:
JUDITH G. WOOD
Notary Public State of Texas
My Comm Expires Dec 31 1989

Judith G. Wood
Notary Public

Lease No. 996355

RATIFICATION AND RENTAL DIVISION ORDER

The undersigned hereby authorize Chevron U.S.A., Inc., herein called "Lessee," the owner of an oil, gas and mineral lease dated June 17, 1985, recorded in Vol. ____ page ____, ____ Records of ____ County, ____ from First Wyoming Bank, as Trustee of the Fear Trust to Chevron U.S.A.,Inc. P.O. Box 599, Denver, CO. 80201 as to all the land covered thereby, being located in Sublette County, Wyoming, to wit:

Township 32 North, Range 113 West, 6TH PM
SEC. 8: LOTS 1(13.05 acres), 2(13.55 acres), S/2NE/4, N/2SW/4, SE/4NW/4, NE/4SE/4
SEC. 9: LOTS 3(12.13 acres), 4(12.57 acres), S/2NW/4, NW/4SW/4
SEC. 10: S/2SE/4
SEC. 15: NW/4NE/4, E/2NW/4, SW/4NW/4, NW/4SW/4
SEC. 20: NE/4NE/4, S/2NE/4, W/2SE/4, NE/4SE/4
SEC. 21: NW/4, NW/4NE/4, NW/4SW/4

Township 33 North, Range 133 West, 6TH PM
SEC. 34: SE/4, S/2NE/4
SEC. 35: SW/4

211373

RECORDED April 11 1986 8:00A M
IN BOOK 76 Or T PAGE 579
FEES $6.75 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

to pay or tender rentals under said lease in any manner therein permitted to or for the account of the respective parties named below as follows:

CREDIT TO First Wyoming Bank, Trustee of the Fear Family Trust BY: Mae Jean Julian Mae Jean Julian, Trust Officer 801 Pine Avenue Street Address Kemmerer Wy 83101 City State Zip Code	AMOUNT $785.65
Patrick & Corrinne Johnson	$380.00
Total	$1,165.65

Payments so made will fully protect said lease as to the respective interests of the undersigned, each of whom certifies as to the interest set opposite his name only. This division covers delay rentals only and shall not affect royalties.

The undersigned hereby GRANT, LEASE AND LET exclusively unto Lessee all of said land for the uses and purposes and upon the terms and provisions specified in said lease, and Lessee agrees to comply with the covenants contained therein.

The provisions hereof shall be binding upon the undersigned, even though this instrument is not executed by all the above named parties.

EXECUTED this 28 day of March, 1986.

Mae Jean Julian

Mae Jean Julian, Trust Officer

STATE OF Wyoming)
) SS.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me by Mae Jean Julian Trust Officer this 28 day of March, 1986.

Witness my hand and official seal.

Bobbie J. Weibel
Notary Public

Residing at: Kemmerer, Wy. 83101

My Commission expires:
June 29, 1988

Bobbie J. Weibel Notary Public
County of Lincoln State of Wyoming
My Commission Expires: June 29, 1988

581

Lease No. 99635-5

RATIFICATION AND RENTAL DIVISION ORDER

The undersigned hereby authorize Chevron U.S.A. Inc., herein called "Lessee," the owner of an oil, gas and mineral lease dated June 17, 19 85, recorded in Vol. ____ page ____, ____ Records of Sublette County, Wyoming from First Wyoming Bank, as Trustee of the Fear Family Trust to Chevron U.S.A. Inc., P. O. Box 599, Denver, CO 80201 as to all the land covered thereby, being located in Sublette County, Wyoming, to wit:

Township 32 North, Range 113 West, 6th PM

Section 8: Lots 1 (13.05 acs), 2 (13.55 acs), S½NE¼, N½SW¼, SE¼NW¼, NE¼SE¼
Section 9: Lots 3 (12.13 acs), 4 (12.57 acs), S½NW¼, NW¼SW¼
Section 10: S½SE¼
Section 15: NW¼NE¼, E½NW¼, SW¼NW¼, NW¼SW¼
Section 20: NE¼NE¼, S½NE¼, W½SE¼, NE¼SE¼
Section 21: NW¼, NW¼NE¼, NW¼SW¼

211374

Township 33 North, Range 113 West, 6th PM

Section 34: SE¼, S½NE¼
Section 35: SW¼

RECORDED April 11 19 86 8:00 AM
IN BOOK 76 Misc PAGE 581
FEES $ 6.75 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 1,571.30 acres of land more or less

Dorothy McClure

to pay or tender rentals under said lease in any manner therein permitted to or for the account of the respective parties named below as follows:

CREDIT TO	DEPOSITORY:	AMOUNT
Patrick Johnson	Rock Springs National Bank (Bank)	$380.00
* Corrinne Johnson	* 333 Broadway (Street Address)	
* 620 N Tyler Circle Bend #1114 (Street Address)	Rock Springs WY 82901 City State Zip Code	
Pinedale WY 82941 City State Zip Code		
First Wyoming Bank, as Trustee of the Fear Family Trust		
By: _____ Mae Jean Julian, Trust Officer 801 Pine Avenue (Street Address)	(Bank) 801 Pine Avenue (Street Address)	$785.65
City State Zip Code	City State Zip Code	TOTAL $1,165.65

Payments so made will fully protect said lease as to the respective interests of the unders gned, each of whom certifies as to the interest set opposite his name only. This division covers delay rentals only and shall not affect royalties.

The undersigned hereby GRANT, LEASE AND LET exclusively unto Lessee all of said land for the uses and purposes and upon the terms and provisions specified in said lease, and Lessee agrees to comply with the covenants contained therein.

RECEIVED
CHEVRON U.S.A. INC.
NOV 22 1985
ROYALTY SECTION

The provisions hereof shall be binding upon the undersigned, even though this instrument is not executed by all the above named parties.

EXECUTED this 16 day of Nov, 19 85.

X Patrick Johnson
Patrick Johnson

X Corinne Johnson
Corrinne Johnson

STATE OF Wyoming)
) SS.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Patrick Johnson Corinne Johnson this 18th day of Nov, 19 85.

Witness my hand and official seal.

Lucinda A Neely
Notary Public

My commission expires: Apr 17, 1986

Residing at: Pinedale, Wy

Lucinda A. Neely
County of
Sublette
My Commission Expires Apr. 17,
Notary Public
State of
Wyoming

RECEIVED
CHEVRON U.S.A. INC.
NOV 22 1985
ROYALTY SECTION

H-184 (D-1/82)

583

STIPULATION AND CROSS-CONVEYANCE

This stipulation and cross-conveyance is entered into this 24th day of October, 1985 by Energetics, Inc., a Delaware corporation, 102 Inverness Terrace East, Englewood, Colorado 80112 and Energetics '80 Stroh Limited Year-End Partnership, 102 Inverness Terrace East, Englewood, Colorado 80112 because of an ambiguity of record regarding their respective interests in the following described lands:

211398

RECORDED November 14 1985 8:13AM
IN BOOK 75 Oral PAGES 583
FEES 6.00 Lavel Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

Township 28 North, Range 111 West
Section 31: Lots 3, 4, E/2SW/4
Lots 1, 2, E/2NW/4, W/2SE/4

Township 28 North, Range 112 West
Section 25: E/2 of Lot 1, Lots 3, 4, 6, 7, SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4
Sublette County, Wyoming
Federal Lease No. W-62791

For ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Energetics, Inc., a Delaware corporation and Energetics '80 Stroh Limited Year-End Partnership stipulate that each of them owns an interest in the land identified above in the following proportions:

Energetics Inc., a Delaware corporation	7.536749%
Energetics '80 Stroh Limited Year-End Partnership	.843351%

and Energetics, Inc., a Delaware corporation and Energetics '80 Stroh Limited Year-End Partnership quit claim and cross convey, each unto the other, their heirs and assigns, such interests as are necessary to effect the stipulated distribution of interests to have and to hold forever.

209163

ENERGETICS, INC., a Delaware corporation

RECORDED November 18 1985 8:13AM
IN BOOK 75 Oral PAGE 770
FEES 6.00 Lavel Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

Jordan R. Smith, President

ENERGETICS '80 STROH LIMITED YEAR-END PARTNERSHIP
By ENERGY ASSOCIATES, INC., General Partner

Jordan R. Smith, President

ATTEST: Marguerite E. Lee
Assistant Secretary

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE) ATTEST: Marguerite E. Lee
Assistant Secretary

The foregoing instrument was acknowledged before me this 24th day of October, 1985 by Jordan R. Smith, as President for Energetics, Inc., Delaware corporation.

Witness my hand and official seal.

Cynthia F. Kephart
Notary Public
My commission expires: July 11, 1989
Residing at 2980 S. Ceylon Way
Aurora, Colorado 80013

RECORDED
INDEXED
COMPARED

wy322

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 24th day of October, 1985, by Jordan R. Smith, as President of Energy Associates, Inc., General Partner for Energetics '80 Stroh Limited Year-End Partnership.

Witness my hand and official seal.

My commission expires:
July 11, 1989

Cynthia F. Stephens
Notary Public
Residing at 2980 S. Ceylon Way
Aurora, Colorado 80013

RELEASE OF NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 160 Spear Street, San Francisco, California 94105-1570 does hereby release to Natural Gas Corporation of California fifty percent (50%) of the contingent interest in net profits reserved in an Assignment dated October 10, 1980 from Pacific Transmission Supply Company to Natural Gas Corporation of California insofar and only insofar as said interests cover the lease, lands and depths described herein, to-wit:

Date of Lease:	January 1, 1969
Serial Number:	W-60641
Lessor:	U.S.A.
Lessee:	Carl W. Klaenhammer
Description:	Township 33 North Range 114 West Section 19: Lot 2, SE/4NW/4, SW/4NE/4 containing 119.63 acres, more or less, Sublette County, Wyoming

Insofar and only insofar as said right pertain from the surface of the earth to the stratigraphic equivalent of 11,464', the total depth drilled in the 24-19 Federal Well located at SE/4SW/4 Section 19, T33N-R114W, Sublette County, Wyoming.

This release is made pursuant to and subject to that certain amendment to farmout agreement dated February 22, 1985 by and between Natural Gas Corporation of California, Pacific Transmission Supply Company and Celeron Oil and Gas Company.

Signed and executed this 27th day of February, 1986.

PACIFIC TRANSMISSION SUPPLY COMPANY

By: H. G. Culp
H. G. Culp, Vice-President

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 3rd day of March, 1986, before me, Julia Avramides, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Vice-President of PACIFIC TRANSMISSION SUPPLY COMPANY and acknowledged to me that he subscribed the name of said company thereto as principal, and his own name as Vice-President and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
JULIA AVRAMIDES
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires Aug. 4, 1989

Julia Avramides
Notary Public in and for said
City, County and State

211436

RECORDED April 15 1986 8:00 AM
IN BOOK 76 Oil PAGE 585
FEES $ 4.00 Lacy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

PARTIAL RELEASE OF
OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, in accordance with certain provisions of the hereinafter described lease AND in accordance with that certain Stipulation, dated March 1, 1983, by and between Bette M. Thompson, Cross Lazy Two Land and Livestock Company, Inc., and Belco Petroleum Corporation, does hereby release, relinquish and surrender to Bette M. Thompson the original Lessor named in said lease, her heirs, assigns, and successors, all right, title and interest of the undersigned in, to and under that certain oil and gas lease and only that certain oil and gas lease, dated July 6, 1976, by and between Bette M. Thompson, as Lessor, and Belco Petroleum Corporation, now known as Belco Development Corporation, as Lessee, recorded September 9, 1976, in Book 53, Page 154, Oil and Gas Lease Records of the County of Sublette, State of Wyoming, insofar and only insofar as said lease covers the following described lands located in said County, to wit:

Township 29 North, Range 113 West
Section 6: Lots 5-7, SE/4NW/4, E/2SW/4, W/2SE/4
Section 7: Lots 1, 2, E/2NW/4, W/2NE/4

Township 29 North, Range 114 West
Section 1: Lots 5-7, SW/4NE/4, W/2SE/4

There is excepted from this release any and all right, title and interest of the undersigned under any other lands covered by said lease which are not specifically described in this release and/or has not been released previously by Lessee.

EXECUTED this 9th day of April, 1986.

BELCO DEVELOPMENT CORPORATION
Successor in interest to
BELCO PETROLEUM CORPORATION

Attest: J. Jeffers Spencer
Assistant Secretary
J. JEFFERS SPENCER

J. M. Oswald
J.M. Oswald, Executive Vice President

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 9th day of April, 1986, by J. M. Oswald, the Executive Vice President of BELCO DEVELOPMENT CORPORATION.

WITNESS my hand and official seal.

Debra J. Dennis
Notary Public

My Commission Expires:

DEBRA J. DENNIS
Notary Public in and for the State of Texas
My Commission Expires December 14, 1987

/llr
2789L

1383-002

211480

RECORDED April 17 19 86 2:00 P.M.
IN BOOK 76 Misc PAGE 586
FEES $ 4.00 Janet L. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

586

Form 3110–2
(February 1977)

587

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181 263)

Name
Street M. I. Strange
City 717 W. McKinney Ave.
State
Zip Code Albertville, Ala. 35950

W 61412
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: Wyoming County: Sublette

T 27 N, R 111 W, 6th Prin Mer
Sec 22: S½

K: CMP
Ak - LC
SRD

211488

RECORDED April 12 19 86 4:00 P.M.
IN BOOK 76 Misc PAGE 587
FEES $14.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McAllister

LANDS IN OFFER WERE NOT WITHIN A KNOWN GEOLOGIC STRUCTURE ON

NOV 21 1977

NO Area Geologist
For the Director
U.S. Geological Survey

Containing a total of 320.00 acres	Annual Rental . . . . . $ 320.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: DEC 1 1977

THE UNITED STATES OF AMERICA

By Elenor M. Beck
(Signature of Signing Officer)

Lease Section
(Title)

NOV 29 1977
(Date)

Marion P. Beske

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 27 1986

BUREAU OF LAND MANAGEMENT

ORIGINAL

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and [redacted] drill for, mine, extract, remove, and dispose of all [redacted] gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities, subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior. The provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Security of unit plans.*—Within 30 days of demand if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included therein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are and will be different than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Supervisor of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage on the amount determined by said Director; (2) at the election of the lessee to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior, and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties on amounts or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) During each lease year a rental of $1 per acre or fraction thereof per acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 10 days notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Royalties.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraphs (a) (i) (b) (i) above.

Royalty on production.—(i) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under its terms, he may.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation (43 CFR 3103.2). If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate this lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Reports for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an [redacted] record of all subsurface investigations affecting said [redacted] to furnish them, or copies thereof, to the lessor [redacted] All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor, to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost. *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase; and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) *Equal Opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

(i) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey said oil or gas without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts and upon any partial or total relinquishment of this [redacted] of expiration of this lease, or of any other [redacted] when required and to the extent deemed necessary [redacted] to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 35 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90 day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

GPO 839 - 107

589

undersigned offers to lease for the identified parcel of land which may be available for noncompetitive leasing, and certifies: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation, or a municipality organized under the laws of the United States or any State thereof; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by 43 CFR 3101.1–5; (3) applicant has not filed any other entry card for the parcel involved; and (4) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth below. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3110–2 or 3110–3, and the appropriate stipulations as provided in 43 CFR 3109.4–2 and the posted notice.

Signature of Applicant

Signature of Applicant

Date

SEP 22 '77

Date

NOTICE

This card must be fully completed, signed, and sent to the appropriate Office of the Bureau of Land Management. It *must* be accompanied by a $10 filing fee. Compliance *must* also be made with the provisions of 43 CFR 3102. If qualifications of association or corporation have been filed previously, identify serial record involved _____.

If you are successful in the drawing, you will be required to pay the first year's rental of 50¢ per acre or fraction thereof prior to issuance of lease. No copies or facsimiles of this form will be accepted.

Other parties in interest - All interested parties named below must furnish evidence of their qualifications to hold such lease interest. See 43 CFR 3102.7.

Other parties in interest

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

IF YOU FILE MORE THAN ONE CARD FOR THE SAME PARCEL, YOU ARE AUTOMATICALLY DISQUALIFIED

USGPO: 1976 — 678-555

Form 3112–1
(February 1976)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20240

BLM CHEYENNE, WYOMING

SEP 26 '77

POSTAGE AND FEES PAID
U.S. DEPARTMENT OF THE INTERIOR
INT 415

U.S.MAIL

SIMULTANEOUS OIL AND GAS DRAWING ENTRY CARD

61412

Print or type

S T R A N G E — Last name
M — First name
I — Middle initial
4 1 7 2 0 1 4 8 4 — Social Security or Taxpayer Number

Last name — First name — Middle initial

7 1 7 W M C K I N N E Y A V E
Street Address

A L B E R T V I L L E A L A
City — State

3 5 9 5 0
Zip code

Parcel number applied for W Y 2 5 0

The return of this card indicates that you were *not* successful in the drawing and your offer is rejected.

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 27 1986

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer (*Address, include zip code*)
GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY 82601

anagement Agency (*name*)

UREAU OF LAND MANAGEMENT
O. BOX 1869
OCK SPRINGS, WY 82901

Address (*include zip code*)

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3109–5 (August 1973)

Marcia P. Beeby

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 27 1986
BUREAU OF LAND MANAGEMENT

590

OIL SHALE AREA STIPULATION

(1) No wells will be drilled for oil or gas except upon approval of the Regional Oil and Gas Supervisor of the Geological Survey, it being understood that drilling will be permitted only in the event that it is established to the satisfaction of the Supervisor that such drilling will not interfere with the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.

(2) No wells will be drilled for oil or gas at a location which, in the opinion of the Regional Oil and Gas Supervisor of the Geological Survey, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with mining or other operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

(3) When it is determined by the Regional Oil and Gas Supervisor of the Geological Survey that unitization is necessary for orderly oil and gas development and proper protection of oil shale deposits, no well shall be drilled for oil or gas except pursuant to an approved unit plan.

(4) The drilling or the abandonment of any well on this lease shall be done in accordance with applicable oil and gas operating regulations including such requirements as the Regional Oil and Gas Supervisor of the Geological Survey may prescribe as necessary to prevent the infiltration of oil, gas or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

Monica P. Barks

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 27 1986

BUREAU OF LAND MANAGEMENT

No occupancy or other surface disturbance will be allowed on slopes in excess of 25 percent, without written permission from the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

W-61412

Maureen P. Berube

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 27 1986

BUREAU OF LAND MANAGEMENT

593

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1977 NOV -7 AM 10
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 42-R1399

Serial No. W - 61412

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

211489

1 C. E. STRANGE
P.O. Box 61
Bakersfield, CA 93302

April 17 1986 4:00 PM
Book 76 Page 593
Fee $6.00 Sue J. Yoder
SUBLETTE COUNTY, WY
By Dorothy MacLaine

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) 10-1-77, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands effected by this assignment (43 CFR 3101.2-3)

State of WYOMING, County of Sublette

T. 27 N., R. 111 W., 6th P.M.

Sec. 22: S½

Containing a total of 320.00 acres, more or less

3 What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? NONE

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) NONE

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) NONE

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 28th day of October, 19 77

Marion I Strange
(Assignor's Signature)
MARION I. STRANGE

717 West McKinney Avenue
(Assignor's Address)

Albertville, AL 35950
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Marion P Burke

SAME LAND DESCRIPTION AS ITEM 2

CERTIFIED
to be a true and correct copy of the official records on file
MAR 27 1986
BUREAU OF LAND MANAGEMENT

effective DEC 1 1977

By Glenna W. Sanc
(Authorized Officer)
Chief, Oil & Gas Section
(Title)
JAN 27 1978
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

ORIGINAL

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment. Postal Instant Press-1810 Eye St., Bkfd., Calif.

PART II

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
77 NOV -1 AM 10 00
RECEIVED
CHEYENNE, WYO.

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [XXX] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see item 2 of General Instructions)*
6. Assignee's' interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 3rd day of November , 19 77

C. E. Strange
(Assignee's Signature)

C. E. Strange

P.O. Box 61, Bakersfield, CA 93302
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1 Use of form – Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or other interests, operating agreements or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.

2 Filing and number of copies – File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.

3 Effective date of assignment – Assignment if approved takes effect on the first day of the month following the date of filing of all required papers.

4 Overriding royalties or payments out of production – Describe in an accompanying statement any overriding royalties or payments out of production created by assignor but not carved out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment and other pertinent terms.

5 Effect of Assignment – Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee upon approval of assignment becomes lessee of the Government as to the assigned interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required bond. Except in the case of assignment of undivided interests, rentals and operating agreements

6 A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

Items not specified are self-explanatory.

PART I

Item 1 – Type or print plainly in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

4 Certification of assignee

a If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters, and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated, (b) that it is authorized to hold oil and gas leases, (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters, and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate statement of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, [illegible] by serial number of record in which it was filed [illegible] a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

b Agreement of assignee – Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee must submit at time assignment is filed a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

Marian R. Bartlett

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 27 1986
BUREAU OF LAND MANAGEMENT

STATE OF Alabama)
) ss
COUNTY OF Marshall)

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of October , 1977 , personally appeared M. I. Strange

and

, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires April 8, 1981

Ruth O Cochran
Notary Public.

GPO 831-921

595

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO 42-R1599

Serial No. W - 61412

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

211490

1. TECKLA PRODUCTIONS, INC.
P.O. Box 61
Bakersfield, CA 93302

FILED: April 17, 19 78 at 8:46 A.M.
IN BOOK 76, Oil PAGE 595
FEE $6.00 Dorothy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy MacClure

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* 11-1-77, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2-3)*

State of WYOMING, County of SUBLETTE

T. 27 N., R. 111 W., 6th P.M.
Sec. 22: S½

Containing a total of 320.00 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? NONE

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* Two and One Half Percent (2-1/2%) of 8/8ths overriding royalty

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* NONE

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 3rd day of November, 19 77

C. E. Strange
(Assignor's Signature)
C. E. Strange

P.O. Box 61
(Assignor's Address)

Bakersfield, CA 93302
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Noreen R Bark SAME LAND DESCRIPTION AS HE

CERTIFIED
to be a true and complete copy of the official records on file
MAR 27 1986
BUREAU OF LAND MANAGEMENT

DEC 1 1977 effective

By Clarence W. Obee
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

JAN 27 1978
(Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106*

ORIGINAL

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment. Postal Instant Press-1610 Eye St., Bkfd., Calif.

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association, ☒ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

A CALIFORNIA CORPORATION, FILE SERIAL NUMBER CA - 3000 FOR STATEMENT OF QUALIFICATION. NO AMENDMENTS

B ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management

C IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith

Executed this 3rd day of November , 19 77

BY C E STRANGE PRESIDENT

(Assignee's Signature)

P.O. Box 61, Bakersfield, CA 93302

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1 Use of form — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or sub-title interest, operating agreements, or subleases. An assignment of record title may only cover lands or one lease. If more than one assignment is made out of a lease, file a separate assignment or transfer with each assignment.

2 Filing and number of copies — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.

3 Effective date of assignment — Assignment of approved leases takes effect on the first day of the month following the date of filing of all required papers.

4 Overriding royalties or payments out of production — Describe in an accompanying statement any overriding royalties or payments out of production created by assignor and not yet entered therein. If overriding royalties or payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5 Effect of Assignment — Approval of assignment of a separately described portion of the leased lands creates a separate lease. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with all lease terms and conditions, including timely payment of rental and maintenance of any required bond. In case of assignment of undivided interests, requirements of operating agreements.

6 A copy of the base and lease on which the assignment is made should be made available to assignee by assignor.

Morton P. Booke

CERTIFIED to be a true and comparative copy of the official records on file

MAR 27 1986

BUREAU OF LAND MANAGEMENT

SPECIFIC INSTRUCTIONS

Items not specified are self-explanatory.

PART I

Item 1 — Type or print plainly in ink between and below heavy dots the assignee's full name and mailing address including zip code.

PART II

A Certification of assignee

1 If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters, and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated, (b) that it is authorized to hold oil and gas leases, (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters, and (d) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above reference, the serial number of record on which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4 Treatment of interests — Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each one, assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

STATE OF California }
COUNTY OF Kern } ss

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of November , 19 77 , personally appeared C. E. Strange

and

, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Nov. 28, 1977

Notary Public

596

2-73-WO

597

Serial Number W-61412

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease 12-1-77

New Serial Number

ASSIGNMENT OF OIL AND GAS LEASE

The undersigned, as owner of record title in the above designated oil and gas lease, does hereby transfer and assign to

EXXON CORPORATION
P. O. BOX 2305
HOUSTON, TEXAS 77001

the record title interest in and to such lease as specified below

1. Lands included in this assignment

Sublette (County) Wyoming (State)

211491

T. 27 N., R. 111 W., 6th Prin Mer
Sec. 22: S½

RECORDED April 17 1986 11:00 AM
IN BOOK 76 Deeds PAGE 597
FEES $6.00 Carol Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

containing 320.00 acres, more or less

2. Interest of Assignor in above described oil and 100

3. Extent of interest conveyed to Assignee 100 %

4. Overriding royalty reserved herein to Assignor (Five Percent) 5 %

The undersigned agrees that the obligation to pay any overriding royalties or payments out of production of oil created hereon, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-1/2 percent, shall be suspended when the average production of oil per well per day, averaged on the monthly basis is 15 barrels or less.

5. The overriding royalty herein reserved, if any, shall be computed upon the market value at the well of the oil and gas produced, saved and marketed from said lands pursuant to said lease in the event a unit agreement approved by the Secretary of the Interior includes all or part of said lands, said overriding royalty shall be computed upon such production allocated to said lands under the terms of said unit agreement. In the event the interest in the lease assigned hereby covers less than the full interest in the oil and gas in said lands, then the overriding royalty hereby reserved shall be paid in the proportion that the interest hereby assigned bears to the full and undivided interest in said oil and gas. All interests in production previously created which are payable out of the oil and gas produced from said lands other than the basic royalty payable to the United States, shall be paid and discharged out of the overriding royalty herein reserved. The full amount of the taxes required to be paid on such oil and gas or for or on account of the production thereof, shall be deducted before computing the amount of any overriding royalty payable hereunder.

In the event all or part of the lands assigned hereby are included within a spacing and drilling unit ordered by an agency of the state wherein the same are situate, the interest in production herein reserved from the lands within such unit shall be computed and paid upon production allocated to said lands under the order of such state agency, provided, that if such order does not expressly provide an allocation, then upon the same proportion of the total production from the drilling and spacing unit as the surface acreage of said lands within the same bears to the total surface acreage of said unit.

6. The operations, if any, to be conducted upon the above described lands shall be as are determined by Assignee, subject only to the provisions of a unit agreement acceptable to the Secretary of the Interior, if such an agreement is executed by the Assignee. The reservation herein contained, if any, shall imply no obligation to develop for oil or gas or to protect the assigned premises from drainage.

7. If Assignee desires to surrender said lease in whole or in part, Assignee shall mail an appropriate notice to Assignor at least 30 days in advance of the next anniversary date of said lease. Upon written request of Assignor received within 15 days after the mailing of such notice, Assignee shall reassign to Assignor the interest which Assignee desires to relinquish and surrender. However, Assignee shall not be liable in damages for clerical error, mistake or oversight. Assignor shall within 20 days after mailing of such reassignment duly file the same for approval. If for any reason the said reassignment is not duly filed for approval within said 20 day period, then Assignee shall be privileged to surrender said lease.

8. Assignor hereby represents and warrants to Assignee that to the best of Assignor's knowledge the above described Oil and Gas Lease is valid and subsisting, that the same covers the full, undivided and unencumbered interest in the oil and gas in and under the above described lands and that Assignor was and is qualified to own and hold the same and to make this assignment.

EXECUTED this 12th day of December 19 77

TECKLA PRODUCTIONS, INC.
Assignor's Signature

BY: C. E. STRANGE, PRESIDENT

P.O. Box 61
Assignor's Address

Bakersfield, CA 93302

Assignor's Social Security Number 95-2985797

Assignment approved effective JAN 1 1978

Date approved JAN 27 1978

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 27 1986
BUREAU OF LAND MANAGEMENT

THE UNITED STATES OF AMERICA

By Glenn W. Hance
(Signing Officer)
Chief, Oil & Gas Section
(Title)

(Request for approval on reverse side)

Marjorie P. Burke

ORIGINAL

[redacted] [redacted] 624[redacted] - 001

REQUEST FOR APPROVAL OF ASSIGNMENT

The Assignee hereby requests approval of assignment and certifies as follows:

1. Assignee is a New Jersey Corporation with offices at P. O. Box 2305, Houston, Texas 77001.

2. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

3. Assignee is qualified, as shown by statements previously furnished and on file under BLM 066100, Eastern States Land Office, Silver Spring, Maryland, to which there has been no amendment.

4. Assignee is the sole party in interest as to the interest conveyed to assignee in the attached assignment.

5. A check in the amount of $10.00 is enclosed as payment for the filing fee for the assignment.

6. The assignment is submitted in triplicate.

7. Nationwide oil and gas lease bond in the sum of $150,000.00, executed in this Corporation's behalf by American Insurance Company as Surety, is on file with the Director, Bureau of Land Management, being bond No. 511-23-06 dated November 8, 1966.

8. The undersigned agrees to be bound by the terms and provisons of said lease provided the assignment is approved by the signing officer of the Bureau of Land Management.

9. This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

Executed this 20th day of December, 19 77

[illegible] is the [illegible] and is still in effect.

EXXON CORPORATION

By _____
L. A. DODD - Attorney-in-Fact

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

On this 20th day of December, 19 77 before me, the undersigned Notary Public in and for said County and State, personally appeared L. A. DODD known to me to be the person who is described in and whose name is subscribed to the within and foregoing instrument as the Attorney-in-Fact of Exxon Corporation, a corporation, who, being by me duly sworn, did say that he is the Attorney-in-Fact of said corporation and acknowledged to me that said instrument was signed in, for and on behalf of said corporation by authority and that he subscribed thereto the name of Exxon Corporation as principal and his own name as Attorney-in-Fact and that he, as Attorney-in-Fact, executed the same freely and voluntarily for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate just above written.

_____
Notary Public in and for said County and State

My commission expires:
March 27, 1979

Residing at Denver, CO

The undersigned, who executed the foregoing request for approval of assignment in his capacity as Attorney-in-Fact, hereby certifies that there is no agreement or understanding between his principal and himself or with any other person, either oral or written, by which the undersigned or such other person has received or is to receive any interest in the leasehold interest conveyed to assignee in the within assignment, including royalty interest or interest in any operating agreement under the lease.

_____
Individually and as Attorney-in-Fact

CERTIFIED
to be a true and comparative copy
of the official records on file

MAR 27 1986

BUREAU OF LAND MANAGEMENT
Marion P. Burke

598

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WYOMING STATE OFFICE

599

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 9th day of April, A.D., 19 86 by and between ROBERT E. JONES, of 2245 E. 5th St., Casper, WY 82609 hereinafter called Assignor and WOLD UNIVERSITY ENDOWMENT FUND of P.O. Box 114, Casper, WY 82602, hereinafter called Assignee:

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable considerations, to him in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, its heirs, personal representatives and assigns, an overriding royalty interest equal to seventy-five hundredths of one percent (75/100 of 1%) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and Edna M. Jones, as lessee, under date of March 1, 1969, bearing Wyoming Serial No. 17208 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Sec. 32: Lots 16 thru 20;
containing 180.42 acres, more or less;

211496

Filed April 18 1986 8:4 Stan
In Book 76 Oil Page 599
4:00 Lois J Yake
Sublette County Clerk
by Dorothy McClure

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, his heirs, personal representatives and assigns, forever., effective as of May 1, 1986 at 7:00 A.M.

WITNESS our hand and seal this 11 day of April, 19 86.

Robert E. Jones
ROBERT E. JONES

STATE OF WYOMING }
COUNTY OF NATRONA } SS.

On this 11th day of April, A.D., 19 86, before me personally appeared ROBERT E. JONES to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

Nov. 1, 1988

Judith L. Highfill
Notary Public

Judith L. Highfill - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Nov. 1, 1988

167
WY 3100-~~105~~ (Mar. 1982)

[redacted] BUREAU OF LA[redacted]AGEMENT [redacted]

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 9th day of April, A.D., 19 86 by and between ROBERT E. JONES, of 2245 E. 5th St., Casper, WY 82609 hereinafter called Assignor and WOLD UNIVERSITY ENDOWMENT FUND, of P. O. Box 114, Casper, WY 82602, hereinafter called Assignee:

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable considerations, to him in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, its heirs, personal representatives and assigns, an overriding royalty interest equal to seventy-five hundredths of one percent (75/100 of 1%) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and Edna M. Jones, as lessee, under date of March 1, 1969, bearing Wyoming Serial No. W-20038 (formerly W-17208) on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Sec. 28: E½NE¼, NW¼NE¼, NW¼SE¼;

containing 160.00 acres, more or less

211497

April 18 86 8:00 A.M.
76 Ork
4th Lana Gabbert
[redacted] COUNTY, [redacted]
by Dorothy McClure

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, its heirs, personal representatives and assigns, forever. effective as of May 1, 1986 at 7:00 A.M.

WITNESS our hand and seal this 11 day of April, 19 86.

Robert E. Jones
ROBERT E. JONES

STATE OF WYOMING }
COUNTY OF NATRONA } SS.

On this 11th day of April, A.D., 19 86, before me personally appeared ROBERT E. JONES to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

Nov. 1, 1988

Judith L. Highfill
Notary Public

Judith L. Highfill - Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 1, 1988

107
WY 3100-~~105~~ (Mar. 1982)

600

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

801

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 9th day of April A.D., 19 86 by and between ROBERT E. JONES, of 2245 E. 5th St., Casper, WY 82609 hereinafter called Assignor and WOLD UNIVERSITY ENDOWMENT FUND of P. O. Box 114, Casper, WY 82602, hereinafter called Assignee:

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable considerations, to him in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, its heirs, personal representatives and assigns, an overriding royalty interest equal to seventy-five hundredths of one percent (.75/100 of 1%) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and Edna M. Jones, as lessee, under date of March 1, 1969, bearing Wyoming Serial No. W-20039 (formerly W-17208) on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Sec. 33: SW¼NE¼;

containing 40.00 acres, more or less;

211498

RECORDED April 18 1986 8:00 A.M.
IN BOOK 76 Misc PAGE 601
FEES $4.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McAllister

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, its heirs, personal representatives and assigns, forever, effective as of May 1, 1986 at 7:00 A.M.

WITNESS our hand and seal this 11 day of April, 19 86.

Robert E. Jones
ROBERT E. JONES

STATE OF WYOMING }
COUNTY OF NATRONA } SS.

On this 11th day of April, A.D., 19 86, before me personally appeared ROBERT E. JONES to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

Nov. 1, 1988

Judith L. Highfill - Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 1, 1988

Judith L. Highfill
Notary Public

107
WY 3100-405 (Mar. 1982)

Form 88—(Producers)
Kan., Okla. & Co[redacted]

OIL AND [redacted] LEASE

THIS AGREEMENT, Entered into this the 19th day of February, 19 86

between Helen D. Tanner, a widow
P.O. Box 100
Big Piney, WY 83113

hereinafter called lessor,

and BWAB Incorporated, 1801 California St., Suite 1000, Denver, CO 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided~~, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, ~~and for housing and boarding employees~~, said tract of land with any reversionary rights therein being situated in the County of Sublette 211499

State of Wyoming, and described as follows:

Township 31 North, Range 113 West, 6th PM
Section 26: SW¼NW¼, S½SW¼, NW¼SW¼, SW¼SE¼
27: SE¼NE¼, NE¼SE¼
35: NW¼NE¼, S½NE¼, NW¼, NW¼SE¼, NE¼SW¼

RECORDED April 15, 1986 8:00 AM
BOOK 76 Oil & Gas PAGE 602
FEE 10.00 Lucile Tyler COUNTY CLERK
STATE OF WYOMING
by Dorothy McClure

See Exhibit "A" attached hereto and made a part hereof.

and containing 640.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of one (1) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.
Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to ~~the delay rental as provided in paragraph (5) hereof~~, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

~~5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the _____ day of _____ 19 _____, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the _____ Bank at _____, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of _____ Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.~~

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to ~~growing~~ crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby ~~warrants and agrees to defend the title to the land herein described and agrees~~ that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.
If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

~~13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.~~

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

Helen D Tanner
Helen D. Tanner, a widow

SS# 520-42-0593

*one dollar ($1.00) per net acre

Released By Book 802

Printed by P&M Printing (303) 893-1681

603

STATE OF Oklahoma }
COUNTY OF Pittsburg } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of March, 19 86, personally appeared Helen D. Tanner

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires March 1, 1987

Notary Public.

Address: [illegible]

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation. and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

Address:

My Commission expires

No.

FROM

TO

Dated , 19

No. Acres

County,

Term

This instrument was filed for record on the

day of 19 , at

o'clock M., and duly recorded in

Volume Page

of the records of this office.

County Clerk.

By Deputy.

When recorded return to

EXHIBIT "A"

Exhibit "A" attached to and made a part of that certain oil and gas lease dated February 19, 1986 by and between Helen Tanner, a widow of Big Piney, Wyoming as Lessor and BWAB Incorporated of 1801 California St., Suite 1000, Denver, Colorado 80202 as Lessee.

"1. This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by BWAB Incorporated, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

2. Lessee's privilege of paying a shut-in royalty, as provided in paragraph 4 of the attached lease, may not be exercised to extend this lease beyond the later of two years after the completion of such shut-in well or two years after the expiration of the primary term hereof.

3. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of Lessor, provided, however, this provision shall not be construed to give Lessee any interest in any water right owned by Lessor or to give Lessee a senior water right to Lessor on said lands.

4. Lessee shall provide Lessor, upon request, with logs performed during its operation concerning sands or zones encountered by Lessee in its drilling on the lands described herein.

5. No refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the Lessor and reasonable compensation therefore.

6. When requested, Lessee shall fence all sump holes.

7. Upon expiration or sooner termination of this lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to nearly as practicable its original condition.

8. Lessee understands that the mineral and surface estate of the described lands are severed and that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances, and Lessor makes no assurances with respect to the use of the surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

9. Where the term of one-eighth (1/8th) appears in this lease, it shall be amended to read fifteen percent (15%).

10. Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall

accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit."

LESSOR:
Signed for identification:

Helen D. Tanner
Helen Tanner, a widow

LESSEE:
BWAB Incorporated

By: Jed W. Lemmons
Title: Jed W. Lemmons, Attorney-in-Fact

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-64243

Lease effective date
August 1, 1978

PART I

1. Assignee's Name

Christmann Energy Corp.

Address *(include zip code)*
P. O. Box 238
Pinedale, WY 82941

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

T30N-R113W, 6th P.M.
Section 7: E/2 SE/4
Section 18: NE/4 NE/4

From the surface to the stratigraphic equivalent of 4,400' as drilled in the Christmann 1-7 Federal Star Corral

This Assignment is subject to the terms, provisions and conditions of that certain Farmout Agreement dated July 16, 1984, by and between Christmann Energy Corp. and MTS Limited Partnership

211522

RECORDED April 21 1986 1.00 P M
IN BOOK 76 Oil & Gas PAGE 606
FEES $6.00 Louise Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	30%
4. Specify interest or percent of operating rights being retained by assignor	20%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 9th day of November, 1984, effective July 16, 1984.

MTS LIMITED PARTNERSHIP

By: _____
Vice President (Assignor's Signature)
Mesa Petroleum Co., General Partner

ATTEST:
By: _____
Assistant Secretary

P. O. Box 2009
(Assignor's Address)

Amarillo, TX 79189-2009
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective JAN 1 1985

By _____ ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

MAR 26 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

FOR ASSIGNEE

606

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 4th day of December, 19 84.

(Assignee's Signature)

P.O. Box 238

(Assignee's Address)

Pinedale, Wyoming 82941

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE STATE OF TEXAS)
) ss
COUNTY OF POTTER)

The foregoing instrument was acknowledged before me this 9th day of November, 1984, by J. P. JOHNSON, Vice President of MESA PETROLEUM CO., a Delaware corporation acting as General Partner for MTS Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.

WITNESS my hand and official seal.

Edna Jackson
Edna Jackson
Notary Public

My Commission Expires:
11-30-84

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 • 844

Form 3106-14 [redacted]
(September 198.) [redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FOR [redacted]VED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-59393

Lease effective date
July 1, 1977

PART I

1. Assignee's Name

John L. Schlagal

Address *(include zip code)*

1804 First National Bank Building, Midland, Texas 79701

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

T27N, R112W, 6th P.M., Sublette County, Wyoming

Section 13: E/2 NW/4, from the surface to 10,000 feet subsurface, containing 80 acres more or less.

211547

RECORDED April 23 1986 8:00 A M
IN BOOK 76 O&G PAGE 608
FEES $8.50 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol A. Cheeney, Deputy

3. Specify interest or percent of operating rights being conveyed to assignee	1%
4. Specify interest or percent of operating rights being retained by assignor	49%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 31st day of March, 19 86.

William H. Martin (Assignor's Signature)
R. Ken Williams
Edward H. Judson
Edward H. Judson

1804 First National Bank Building
(Assignor's Address)

Midland, Texas 79701
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE. This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

609

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 31st day of March, 19 86.

John L. Schlagal
(Assignee's Signature)

1804 First National Bank Building
(Assignee's Address)

Midland, Texas 79701
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

SINGLE ACKNOWLEDGEMENT

THE STATE OF TEXAS }
}
COUNTY OF MIDLAND }

BEFORE ME, the undersigned authority, on this day personally appeared William H. Martin, R. Ken Williams & Edward H. Judson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of March, 1986.

Lisa Gayle Salmon
NOTARY PUBLIC, STATE OF TEXAS
Print Name: Lisa Gayle Salmon
Commission Expires: 9-20-89

$8.50
1553

611

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W 68117

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That the Estate of Ole M. Hanson

....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Carol Ann Hoffman	Suite 650, Petroleum Bldg. 110 16th Street Denver, CO 80202	1% of 8/8ths

211548

RECORDED April 23 1986 8:00 AM
IN BOOK 76 O&G PAGE 611
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheeney, Deputy

Being in all a total of an undivided One Percent of Eight-Eighths (1% of 8/8ths) .....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 27 North, R. 111 West, 6th Prin. Mer.

Sec. 8: S½SW¼
17: W½
20: NW¼, NW¼SW¼, S½SW¼, SE¼

Containing 840 acres, more or less.

Containing 840 acres, more or less.

WITNESS our hands this 11th day of April, 19 86.

Witnesses:

.....

.....

ESTATE OF OLE M. HANSON

By Phyllis Hanson
Phyllis Hanson, Personal Representative

STATE OF NORTH DAKOTA }
COUNTY OF EDDY } ss.

On the 11th day of April, 19 86, before me personally appeared Phyllis Hanson
the signor of the above instrument, who duly acknowledged to me that she executed the same.

Myrna Hanson
Notary Public

My commission expires:
MYRNA HANSON
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires JAN. 15, 1991

Residing in New Rockford, N. D.

SHOWING AND REQUEST FOR APPROVAL OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby request(s) approval of the foregoing Royalty Assignment and represent(s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers therefor affecting public lands in the State of ....Wyoming....., together with the acreage affected by the foregoing Royalty Assignment do not exceed 46,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease do not exceed in the aggregate 17½ per cent. The foregoing Royalty Assignment is subject to the limitation of overriding royalties as specified in 43 C.F.R. Sec. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:	Assignee:
Ernest J. McLeland	as to Carol Ann V. Hoffman
	as to
	as to
	as to
	as to
	as to
	as to
	as to
	as to
	as to
	as to

612

613

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

TRES NINOS TRUST, hereinafter called "Grantor", for valuable consideration, does hereby grant, assign and convey an undivided 1/3 interest in all of the assets of the TRES NINOS TRUST including production payment and overriding royalty interests to LISA M. ENFIELD, a married woman as her sole and separate property, of 1615 Bayita Lane NW, Albuquerque, NM 87107, hereinafter called "Grantee", effective 7:00 AM March 1, 1986, described in Exhibit A attached hereto and made a part hereof.

Grantor, for itself, administrators, successors and assigns, convenants and warrants that said interest is in good standing and is free and clear of all liens and encumbrances, that Grantor has good right to sell and convey the interest against the lawful claims and demands of all persons.

EXECUTED THIS 18th DAY OF MARCH, 1986.

TRES NINOS TRUST

By: _____
Owen M. Lopez, Trustee

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 18th day of March, 1986 by Owen M. Lopez, Trustee, TRES NINOS TRUST.

_____

Marcia J. Grill
Notary Public
State of New Mexico

My Commission Expires:
May 10, 1986

211549

RECORDED April 23 1986 8:00 AM
IN BOOK 160 Deed PAGE 613
FEES $14.75 Lois J. Yakel COUNTY CLERK
SWEETWATER COUNTY, RINEDALE, WYOMING
by: Carol [redacted] Feeney, Deputy

EXHIBIT A

STATE OF WYOMING

All lease serial numbers refer to leases issued by the United States of America. The township and range descriptions are measured from the 6th Principal Meridian.

1. (Property No. 678) A production payment interest of $2000 per acre payable out of 5% under lease W-55254 insofar as it covers the following land:

Township 14 North, Range 112 West

Sec. 3: Lots 5, 6, 7, 8, S/2N/2, S/2
Sec. 4: Lots 5, 6, 7, 8, S/2N/2, S/2

Containing 1280.56 acres
Sweetwater & Uinta Co., Wyoming

2. (Property No. 682) A production payment interest of $2000 per acre payable out of 5% under lease W-55446 insofar as it covers the following land:

Township 35 North, Range 79 West

Sec. 1: Lots 1, 2, 3, 4, S/2N/2, SE/4
Sec. 2: Lots 1, 2, 3, 4, S/2N/2, E/2SE/4
Sec. 12: N/2NW/4

Containing 957.40 acres
Natrona County, Wyoming

3. (Property No. 683) An overriding royalty interest of 3% under lease W-55256 insofar as it covers the following land:

Township 29 North, Range 112 West

Sec. 9: SW/4SE/4
Sec. 10: S/2S/2
Sec. 14: W/2NW/4, SE/4NW/4, S/2
Sec. 15: All

Containing 1280.00 acres
Sublette County, Wyoming

4. (Property No. 686) An overriding royalty interest of 3% under lease W-55400 insofar as it covers the following land:

Township 54 North, Range 69 West

Sec. 29: S/2SE/4

Containing 80.00 acres, more or less
Campbell County, Wyoming

5. (Property No. 687) An overriding royalty interest of 3% under lease W-55605 insofar as it covers the following land:

Township 14 North, Range 109 West

Sec. 13: All
Sec. 14: NE/4, S/2
Sec. 23: All
Sec. 24: All

Containing 2400.00 acres
Sweetwater County, Wyoming

EXHIBIT A

STATE OF WYOMING - Page 2

6. (Property No. 691) An overriding royalty interest of 3% under lease W-55899 insofar as it covers the following land:

Township 28 North, Range 92 West

Sec. 17: NE/4, NE/4NW/4, NE/4SE/4

Containing 240.00 acres
Freemont County, Wyoming

7. (Property No. 778) A production payment interest of $2000 per acre payable out of 5% under lease W-57005 insofar as it covers the following land:

Township 39 North, Range 90 West

Sec. 2: S/2N/2, S/2

Containing 480.00 acres
Fremont County, Wyoming

8. (Property No. 787) A production payment interest of $2000 per acre payable out of 5% under lease W-57067 insofar as it covers the following land:

Township 52 North, Range 100 West

Sec. 28: E/2NE/4, N/2NW/4, SE/4NW/4, SE/4

Containing 360.00 acres
Park County, Wyoming

9. (Property No. 790) An overriding royalty interest of 3% under lease W-57396 insofar as it covers the following land:

Township 35 North, Range 85 West

Sec. 5: Lot 3, SE/4NW/4, E/2SW/4
Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Sec. 8: NE/4NW/4, S/2SE/4
Sec. 17: N/2NE/4
Sec. 21: E/2NE/4
Sec. 22: NW/4, N/2SE/4
Sec. 26: E/2NW/4, SW/4NW/4

Containing 1420.83 acres
Natrona County, Wyoming

10. (Property No. 799) A production payment interest of $2500 per acre payable out of 5% under lease W-59717 insofar as it covers the following land:

Township 46 North, Range 94 West

Sec. 3: Lots 6, 11, 12, 13, 14, 19, 20
Sec. 19: Lots 5, 6, 7, 8

Containing 441.77 acres
Washakie County, Wyoming

[redacted] [redacted] [redacted]

11. (Property No. 800) A production payment interest of $2500 per acre payable out of 5% under lease W-60086 insofar as it covers the following land:

Township 26 North, Range 104 West

Sec. 1: Lots 1, 2, 3, 4, S/2N/2, S/2
Sec. 2: Lots 1, 2, 3, 4, S/2N/2, S/2

Containing 1278.34 acres
Sweetwater County, Wyoming

12. (Property No. 804) An overriding royalty interest of 3% under lease W-61043 insofar as it covers the following land:

Township 25 North, Range 111 West

Sec. 26: N/2NE/4

Containing 80.00 acres
Sweetwater County, Wyoming

13. (Property No. 806) An overriding royalty interest of 3% under lease W-61420 insofar as it covers the following land:

Township 36 North, Range 113 West

Sec. 18: Lots 1, 2, 3, 4, E/2, E/2W/2
Sec. 19: Lots 1, 2, 3, 4, E/2, E/2W/2
Sec. 30: Lots 1, 2, 3, 4, E/2, E/2W/2
Sec. 31: Lots 1, 2, 3, 4, E/2, E/2W/2

Containing 2473.52 acres
Sublette County, Wyoming

14. (Property No. 823) An overriding royalty interest of 3% under lease W-63454 insofar as it covers the following land:

Township 17 North, Range 100 West

Sec. 6: Lots 8, 9, S/2NE/4
Sec. 18: SE/4

Containing 311.04 acres
Sweetwater County, Wyoming

15. (Property No. 828) An overriding royalty interest of 3% under lease W-64538 insofar as it covers the following land:

Township 24 North, Range 90 West

Sec. 11: All
Sec. 22: All
Sec. 24: W/2

Containing 1600.00 acres
Sweetwater County, Wyoming

EXHIBIT A

STATE OF WYOMING - Page 4

16. (Property No. 833) A production payment interest of $2500 per acre payable out of 5% under lease W-64817 insofar as it covers the following land:

Township 37 North, Range 86 West

Sec. 5: Lots 1, 2, SE/4NE/4
Sec. 6: Lots 3, 4, 5, 6, 7, SW/4NE/4, SE/4NW/4, E/2SW/4, SE/4

Township 38 North, Range 86 West

Sec. 30: Lots 1, 2, 3, 4, E/2W/2, SE/4
Sec. 31: Lots 3, 4, E/2SW/4, SE/4
Sec. 32: E/2NE/4

Township 38 North, Range 87 West

Sec. 35: E/2E/2, W/2

Containing 1988.53 acres
Natrona County, Wyoming

17. (Property No. 837) An overriding royalty interest of 3% under lease W-66532 insofar as it covers the following land:

Township 13 North, Range 102 West

Sec. 20: SE/4NW/4, SW/4
Sec. 22: S/2SW/4, SE/4
Sec. 23: Lots 5, 6, 7, 8
Sec. 25: N/2
Sec. 26: N/2

Containing 1104.05 acres
Sweetwater County, Wyoming

18. (Property No. 841) An overriding royalty interest of 3% under lease W-67452 insofar as it covers the following land:

Township 17 North, Range 88 West

Sec. 17: N/2, N/2S/2, SW/4SW/4, S/2SE/4
Sec. 20: W/2E/2, E/2W/2, NW/4NW/4, W/2SW/4
Sec. 33: SE/4
Sec. 34: E/2, SW/4

Containing 1680.00 acres
Carbon County, Wyoming

19. (Property No. 874) An overriding royalty interest of 3% under lease W-73672 insofar as it covers the following land:

Township 47 North, Range 100 West, 6th Prin Mer.

Section 29: NW/4SW/4

Containing 40.00 acres
Park County, Wyoming

EXHIBIT A

STATE OF WYOMING - Page 5

20. (Property No. 877) An overriding royalty interest of 3% under lease W-77518 insofar as it covers the following land:

Township 33 North, Range 86 West, 6th Prin Mer.

Section 27: S/2SW/4, SE/4

Containing 240.00 acres
Natrona County, Wyoming

CHANGE OF DEPOSITORY

WHEREAS, ITR Petroleum, Inc., whose address is 1300 Main Street, Suite 512, Houston, Texas 77002, hereinafter referred to as "Lessee", is the present owner of all rights, title, and interest under that certain oil, gas and mineral lease dated March 16, 1982, executed by Beatrice R. Bacon, as Lessor, and recorded in Book 64 at Page 526, ____ Records of Sublette County, State of Wyoming, covering certain land situated in the said county and state, as more particularly described in said lease, reference to said lease and to record thereof being here made for all purposes;

AND WHEREAS, the undersigned, whether one or more, is the owner of the right to receive all or a part of the delay rentals or other payments which may be paid under the terms of said lease;

AND WHEREAS, the undersigned desires to designate a new depository bank in lieu of that now named in said lease which bank and its successors shall act as the agent of the undersigned;

NOW THEREFORE, in consideration of the premises, the undersigned does hereby designate Home Savings of America, 4 W. Redlands Blvd., Redlands, CA 92373 as the depository bank to receive and receipt for all payments to which the undersigned may be entitled under the terms of said lease. Lessee, its successors and assigns, is hereby fully authorized and empowered to deposit any such payments to the undersigned's credit in said bank, all to the same extent and purpose as if the said bank had been named originally in said lease as the depository bank for the undersigned. It is expressly provided that Lessee, its successors and assigns, may at its option deposit such payments in the bank named in said lease.

It is understood that, except as to the change of the depository bank to the extent of the undersigned's interest as aforesaid, all the other terms and provisions of said lease shall remain in full force and effect.

The terms and provisions hereof shall be binding on the heirs, successors, legal representatives, and assigns of the undersigned.

EXECUTED this 1st day of April, 19 86.

Beatrice R. Bacon

BEATRICE R. BACON

STATE OF California)(

COUNTY OF San Bernardino)(

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of April, 19 86, personally appeared *Beatrice R. Bacon* proved to me, ~~known~~ to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and conditions therein expressed set forth.

Given under my hand and seal, this 1st, day of April, 19 86

My Commission Expires

~~November 7, 1986~~

NOTARY PUBLIC JoaNNE Rosenfeld

(OFFICIAL SEAL)
JOANNE ROSENFELD
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Commission Expires Nov. 7, 1986

211575

RECORDED April 25 IN 86 9:30 AM
IN BOOK 76 Q&G PAGE 619
FEES $4.00 Lola J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol [redacted] eney, Deputy

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-44806

Lease effective date
May 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

EXXON CORPORATION

Address *(include zip code)*
P.O. Box 2305
Houston, Texas 77252

The undersigned, as owner of 25.0 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 28 North, Range 114 West 6th P.M.

Section 21: SW/4 NW/4

Containing 40.0 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

211598

RECORDED April 28 1986 8:00 AM
IN BOOK 76 Oil & Gas PAGE 620
FEES $8.00 Lauri J. Hahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClain

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	1.5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of March , 19 86 .

ENSTAR Petroleum Company
a division of ENSTAR Corporation (formerly C&K Petroleum, Inc.)
By: _____
(Assignor's Signature)
J. S. Empie Vice President

P. O. Box 2120
(Assignor's Address)

Houston, Texas 77252-2120
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

668460 001

6-21

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of APR 23 1986 , 19 .

EXXON CORPORATION

By: Omer R. Humble
(Assignee's Signature)

OMER R. HUMBLE
Attorney-in-Fact

P. O. BOX 2305
(Assignee's Address)

HOUSTON, TX 77252
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

STATE OF TEXAS)
)ss. (ACKNOWLEDGEMENT FOR CORPORATION)
COUNTY OF HARRIS)

On this 24th day of March, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared J. S. Empie to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

My commission expires:
1-20-87

James P. Hutchinson
NOTARY PUBLIC in and for
Harris County, Texas
JAMES P. HUTCHINSON

STATE OF COLORADO
COUNTY OF HARRIS
NOTARY PUBLIC

STATE OF COLORADO }
COUNTY OF ARAPAHOE } SS.

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by OMER R. HUMBLE
as ATTORNEY-IN-FACT
of EXXON CORPORATION
this of 23rd day of April, 1986.

WITNESS my hand and official seal.

My commission expires:
02-19-89

JANE L. SPIDAHL
NOTARY PUBLIC
STATE OF COLORADO

Jane L. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 80110

act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

My commission expires:

NOTARY PUBLIC in and for
Harris County, Texas

623

RELEASE OF OIL & GAS LIEN

Davis Mud and Chemical, Inc., a Kansas Corporation, P.O. Box 108, Great Bend, Kansas 67530, hereby releases that certain oil and gas lien dated March 15, 1984 in the amount of $22,259.73 against Well No. Chapple #10-25 located in:

Township 28 North, Range 112 West, Section 25 in Sublette County, Wyoming

which was filed in the office of the County Clerk of Sublette County, Wyoming in Book 44 Misc. at Page 332 and as instrument number 200417 on March 19, 1984.

Dated this 8th day of April, 1986.

Davis Mud and Chemical,Inc.

By: Kirby C. Evers
Authorized Agent

Attested to by:

Secretary

Corporate Seal
(Emboss Here)

STATE OF KANSAS)
) ss.
COUNTY OF Sedgwick)

On this 8 day of April, 1986, before me personally appeared Kirby C. Evers, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same on behalf of Davis Mud and Chemical, Inc. as its free act and deed.

Dorothy J. Davis
Notary Public

My Commission Expires:

211611

RECORDED April 28 1986 3:00 PM
IN BOOK 76 O&G PAGE 623
FEES $4.00 Lois J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[redacted] Carol A. Cheney, Deputy [redacted]

RELEASE OF OIL & GAS LIEN

Davis Mud and Chemical, Inc., a Kansas Corporation, P.O. Box 108, Great Bend, Kansas 67530, hereby releases that certain oil and gas lien dated March 15, 1984 in the amount of $17,280.93 against Well No. Yose #40-35 located in:

Township 28 North, Range 112 West, Section 35

Sublette County, Wyoming

which was filed in the office of the County Clerk of Sublette County, Wyoming in Book 44 Misc. at Page 335 and as instrument number 200418 on March 19, 1984.

Dated this 8th day of April, 1986.

Davis Mud and Chemical,Inc.

By: Kirby C. Evers
Authorized Agent

Attested to by:

Secretary

(Corporate Seal
(Emboss Here)

STATE OF KANSAS)
) ss.
COUNTY OF Sedgwick)

On this 8th day of April, 1986, before me personally appeared Kirby C. Evers, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same on behalf of Davis Mud and Chemical, Inc. as its free act and deed.

Notary Public
Dorothy J. Davis

My Commission Expires:

DOROTHY J. DAVIS
NOTARY PUBLIC
Sedgwick County, Kansas
My Appt. Exp. 8-30-86

211612

RECORDED April 28 1986 3:00 PM
IN BOOK 76 Oil & Gas PAGE 624
FEES $4.00 Lois J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

624

625

RELEASE OF OIL & GAS LIEN

Davis Mud and Chemical, Inc., a Kansas Corporation, P.O. Box 108, Great Bend, Kansas 67530, hereby releases that certain oil and gas lien dated March 15, 1984 in the amount of $15,528.59 against Well No. Federal #20-14 located in:

Township 27 North, Range 112 West, Section 14, Sublette County, Wyoming

which was filed in the office of the County Clerk of Sublette County, Wyoming in Book 44 Misc. at Page 673 and as instrument number 200761 on April 16, 1984.

Dated this 8th day of April, 1986.

Davis Mud and Chemical, Inc.

By: Kirby C. Evers
Authorized Agent

Attested to by:

H. D. Boyd
Secretary

Corporate Seal
(Emboss here)

STATE OF KANSAS)
) ss.
COUNTY OF Sedgwick)

On this 8th day of April, 1986, before me personally appeared Kirby C. Evers, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same on behalf of Davis Mud and Chemical, Inc. as its free act and deed.

Dorothy J. Davis
Notary Public

My Commission Expires:

DOROTHY J. DAVIS
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 5-3-86

211613

RECORDED April 28 1986 3:01
IN BOOK 46 Misc PAGE 625
FEES $ 4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Carol A. Cheeney, Deputy

[redacted] [redacted] [redacted] Lease No. 996365

RATIFICATION AND RENTAL DIVISION ORDER

The undersigned hereby authorize Chevron U.S.A.,Inc., herein called "Lessee," the owner of an oil, gas and mineral lease dated June 17, 19 85, recorded in Vol. _____ page _____, _____ Records of _____ County, _____ from First Wyoming Bank, as Trustee for Fear Family Trust to Chevron U.S.A.,Inc. P.O. Box 599, Denver, CO. 80201 as to all the land covered thereby, being located in Sublette County, Wyoming, to wit:

Township 32 North, Range 112 West, 6TH PM
SEC. 7: NE/4SW/4, W/2SE/4, SE/4SE/4, LOT 4(23.67 acres), 5(21.75 acres)
SEC. 8: SW/4SW/4

Township 32 North, Range 113 West 6TH PM
SEC. 11: SW/4SW/4, N/2S/2
SEC. 12: LOTS 1(43.36 acres), 2(44.15 acres), N/2S/2

to pay or tender rentals under said lease in any manner therein permitted to or for the account of the respective parties named below as follows:

CREDIT TO	DEPOSITORY	AMOUNT
Patrick Johnson	First National Bank of Pinedale	$20.00
Corinne Johnson	Bay 519 Street Address	
Bay 1114 Street Address	Pinedale Wy 82941 City State Zip Code	
Pinedale Wy 82941 City State Zip Code		
First Wyoming Bank, Trustee for the Fear Family Trust		$346.47
	Total	$366.47

Payments so made will fully protect said lease as to the respective interests of the undersigned, each of whom certifies as to the interest set opposite his name only. This division covers delay rentals only and shall not affect royalties.

The undersigned hereby GRANT, LEASE AND LET exclusively unto Lessee all of said land for the uses and purposes and upon the terms and provisions specified in said lease, and Lessee agrees to comply with the covenants contained therein.

211662

RECORDED May 1 1986 2:00 P.M.
IN BOOK 76 Oil PAGE 626
FEES $6.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

626

The provisions hereof shall be binding upon the undersigned, even though this instrument is not executed by all the above named parties.

EXECUTED this 9 day of April, 1986.

Patrick Johnson
Patrick Johnson

Corrinne Johnson
Corrinne Johnson

STATE OF Wy)
) SS
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Patrick Johnson and Corrinne Johnson, this 8th day of April, 1986.

Witness my hand and official seal.

Lucinda A Neely
Notary Public

My commission expires:
April 17, 1986

Residing at: Pinedale, Wy

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, in his (her) capacity as _____(title), of First Wyoming Bank, this ____ day of _____, 19____.

_____
Notary Public

My commission expires:

Residing at: _____

[redacted] [redacted] [redacted]

Lease No. 996365

RATIFICATION AND RENTAL DIVISION ORDER

The undersigned hereby authorize Chevron U.S.A.,Inc., herein called "Lessee," the owner of an oil, gas and mineral lease dated June 17, 1985, recorded in Vol. ____ page ____, ____ Records of ____ County, ____ from ____ to Chevron U.S.A.,Inc. P.O. Box 599, Denver, CO. 80201 as to all the land covered thereby, being located in Sublette County, Wyoming, to wit:

Township 32 North, Range 112 West, 6TH PM
SEC. 7: NE/4SW/4, W/2SE/4, SE/4SE/4, LOT 4(23.67 acres), 5(21.75 acres)
SEC. 8: SW/4SW/4

Township 32 North, Range 113 West, 6TH PM
SEC. 11: SW/4SW/4, N/2S/2
SEC. 12: LOTS 1(43.36 acres), 2(44.15 acres),N/2S/2

to pay or tender rentals under said lease in any manner therein permitted to or for the account of the respective parties named below as follows:

CREDIT TO	AMOUNT
First Wyoming Bank, as Trustee for the Fear Family Trust BY: Mae Jean Julian Mae Jean Julian, Trust Officer 801 Pine Avenue Street Address Kemmerer Wy 83101 City State Zip Code	$346.47
Patrick & Corrinne Johnson	$20.00
Total	$366.47

Payments so made will fully protect said lease as to the respective interests of the undersigned, each of whom certifies as to the interest set opposite his name only. This division covers delay rentals only and shall not affect royalties.

The undersigned hereby GRANT, LEASE AND LET exclusively unto Lessee all of said land for the uses and purposes and upon the terms and provisions specified in said lease, and Lessee agrees to comply with the covenants contained therein.

211663

RECORDED May 1 1986 2:00 PM
IN BOOK 76 O & G PAGE 628
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

628

The provisions hereof shall be binding upon the undersigned, even though this instrument is not executed by all the above named parties.

EXECUTED this 28 day of March, 1986.

Mae Jean Sedgwick
Trust Officer

STATE OF Wyoming)
) SS
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me by Mae Jean Sedgwick, in his (her) capacity as Trust Officer (title), of First Wyoming Bank, this 28 day of March, 1986.

Bobbie J. Wetzel
Notary Public

My commission expires: June 29, 1988

Residing at: Kemmerer, Wy. 83101

Bobbie J. Wetzel
Notary Public
County of
Lincoln
By Commission Expires
June 29, 1988

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Patrick Johnson and Corrinne Johnson, this ___ day of _____, 19___.

Witness my hand and official seal.

_____
Notary Public

My commission expires:

_____

Residing at: _____

Form 3110–2
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Donald J. Forbes
Box 23069, Lugo Station
Los Angeles, CA 90023

Name
Street
City
State
Zip Code

W 67811
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: Wyoming County: Sublette

T 31 N, R 113 W, 6th Prin Mer
Sec 9: All

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on MAY 16 1979

Containing a total of 640 acres	Annual Rental . . . . . $ 640.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: JUN 1 1979

THE UNITED STATES OF AMERICA

By L. K. Spoltz
(Signature of Signing Officer)

ACTING Chief, Oil & Gas Section
(Title)

MAY 21 1979
(Date)

211664

RECORDED May 1 1986 2:00 PM
IN BOOK 76 O&G PAGE 630
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

Claimant

630

631

LEASE TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of $1.00 per acre or fraction of an acre.

(b) if the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) *Equal Opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts and upon any partial or total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and to far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S. Code relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

GPO 845 - 515

Form 3106–5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. **W-67811**

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

• **211665**

RECORDED May 1 1979 2:00 PM
IN BOOK 76 O&G PAGE 632
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Sheeney, Deputy

1. **A. LANSDALE**
P. O. Box 68
Garden Grove, California 92642

The undersigned, as owner of **100%** percent of record title of the above-designated oil and gas lease issued effective *(date)* **June 1, 1979**, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2–3)*

State of Wyoming
County of Sublette

T. 31 N., R. 113 W., 6th Prin. Mer.
Sec. 9: All

Containing 640.00 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* **100%**

4. What part of the record title interest is being retained by assignor(s)? **None**

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* **None**

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* **None**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this **25** day of **May**, 19 **79**

Donald J Forbes
(Assignor's Signature)

P. O. Box 23069, Lugo Station
(Assignor's Address)

Donald J. Forbes, a single man

Los Angeles, California 90023
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUL 1 1979

By Alma W. Bank
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 12 1979
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

Claimant

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 25 day of May , 1979

A. Lansdale
(Assignee's Signature)

A. Lansdale

P. O. Box 68
Garden Grove, California 92642
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF CALIFORNIA, }
COUNTY OF ORANGE } ss.

ON May 25, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared

DONALD J. FORBES, a single man

, known to me, to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

D. Monios
Notary Public in and for said State.

OFFICIAL SEAL
D. MONIOS
Notary Public - California
PRINCIPAL OFFICE IN
ORANGE COUNTY
MY COMMISSION EXPIRES JUNE 3, 1979

ACKNOWLEDGMENT—General—Wolcotts Form 233—Rev. 3 64

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by [redacted] If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* — Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-67811

Lease effective date June 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

CHEVRON U.S.A. INC.

Address *(include zip code)*
700 South Colorado Boulevard
Denver, Colorado 80201

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T 31 N, R 113 W, 6th Prin. Mer Sec 9: All 640.00 acres Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

211666

RECORDED May 1 1986 2:00 PM
IN BOOK 76 O & G PAGE 634
FEES $ 6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	5%
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 30th day of October, 1985.

by: Carol A. Keller
(Assignor's Signature)

P.O. Box 7120
(Assignor's Address)

Carol A. Keller, Senior Trust Officer
For Security Pacific National Bank
Receiver/Trustee for the A. Lansdale
Receivership

Newport Beach, CA 92658
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective MAR 1 1986

By: ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

MAR 2 6 1986
(Date)

NOTE: This form may be reproduced on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

FOR ASSIGNEE

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0-5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States, or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1-5 and 3101.2-4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 7th day of January, 1986

CHEVRON U.S.A. Inc.

By: B. M. Wohl

(Assignee's Signature)
Assistant Secretary

P. O. Box 599

(Assignee's Address)

Denver, Colorado 80201

CHEVRON U.S.A. INC. INCORPORATED AUG 8 1922 PENNSYLVANIA

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared B. M. Wohl to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 7th day of January, 1986

My commission expires:
10/15/16-89

My business address is:
700 South Colorado Boulevard
Denver, Colorado 80222

Cynthia M. Carlson
Notary Public

CW-741-1 (7/85)

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106-3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees [illegible] of 43 CFR 3106

Form 3110–2
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name: **Barbara D. Zimmerman**
Street: **816 Dunston**
City, State, Zip Code: **Colorado Springs, Colorado 80907**

W 67183
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: **Wyoming** County: **Sublette**

T 32 N, R 113 W, 6th Prin Mer
Sec 9: Lots 1, 2, S½NE¼, NE¼SW¼, S½SW¼, SE¼
Sec 17: E½, SW¼
Sec 20: NW¼NE¼, W½, SE¼SE¼
Sec 21: NE¼NE¼, S½NE¼, NE¼SW¼, S½SW¼, SE¼
Sec 28: All

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on MAR 13 1979

Containing a total of **2302.90** acres	Annual Rental . . . . . **$ 2303.00**

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: APR 1 1979

THE UNITED STATES OF AMERICA

By Thelma M. Lane
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

MAR 16 1979
(Date)

Claimant

211667

RECORDED May 1 1986 2:00 PM
IN BOOK 76 O&G PAGE 636
FEES $ 14.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

636

LEA[redacted] TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities, subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of $1.00 per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) *Equal Opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossil, historic or prehistoric ruins, or artifacts and upon any part total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights of way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

L E 9

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY 82601

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address *(include zip code)*

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3109–5 (August 1973)

GPO 849-258

WILDERNESS PROTECTION STIPULATION - By accepting this lease, the lessee acknowledges that the lands contained in this lease as to Sec. 28 are being inventoried or evaluated for their wilderness potential by the Bureau of Land Management under section 603 of the Federal Land Policy and Management Act of 1976, 90 Stat. 2743, 2785 (43 U.S.C. Sec. 1782).

Until the BLM determines that the lands covered by this lease as to Sec. 28 do not meet the criteria for a wilderness study area as set forth in section 603, or until Congress decides against the designation of lands included within this lease as "wilderness," the following conditions apply to this lease, and override every other provision of this lease which could be considered as inconsistant with them and which deal with operations and rights of the lessee:

1. Any oil or gas activity conducted on the leasehold for which a surface use plan is not required under NTL-6 (for example; geophysical and seismic operations) may be conducted only after the lessee first secures the consent of the BLM. Such consent shall be given if BLM determines that the impact caused by the activity will not impair the area's wilderness characteristics.

2. Any oil and gas exploratory or development activity conducted on the leasehold which is included within a surface use plan under NTL-6 is subject to regulation (which may include no occupancy of the surface) or, if necessary, disapproval until the final determination is made by Congress to either designate the area as wilderness or remove the section 603 restrictions.

if all or any part of the area included within the leasehold estate is formally designated by Congress as wilderness, oil and gas exploration and development operations taking place or to take place on that part of the lease shall become subject to the provisions of the Wilderness Act of 1964 which apply to national forest wilderness areas, 16 U.S.C. Sec. 1131 et seq., as amended, the Act of Congress designating the land as wilderness, and Interior Department regulations and policies pertaining thereto.

No occupancy or other surface disturbance will be allowed within 1/2 mile from sage grouse strutting grounds. This distance may be modified when specifically approved in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, Bureau of Land Management (BLM).

No drilling or storage facilities will be allowed within 500 feet of South Cottonwood Creek located in Sec. 9, 500 feet of Muddy Creek tributary located in Sec. 17, 500 feet of Muddy Creek located in Sec. 20, and 500 feet of live or standing water located in Sec. 28. These distances may be modified when specifically approved in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

In order to protect important seasonal wildlife habitat, exploration, drilling, and other development activity will be allowed only during the period from May 15 to November 15. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

This lease is issued pursuant and subject, to the extent applicable, to the terms and provisions of Section 302 of the Department of Energy Organization Act (42 U.S.C. 7152) and to the regulations of the Secretary of Energy promulgated thereunder relating to the:

(1) fostering of competition for Federal leases (including but not limited to, prohibition on bidding for development rights by certain types of joint ventures):

(2) implementation of alternative bidding systems authorized for the award of Federal leases;

(3) establishment of diligence requirements for operations conducted on Federal leases (including, but not limited to, procedures relating to the granting or ordering by the Secretary of the Interior of suspension of operations or production as they relate to such requirements);

(4) setting rates of production for Federal leases; and

(5) specifying the procedures, terms, and conditions for the acquisition and disposition of Federal royalty interests taken in kind.

[redacted] 511 16th ST E 222 DENVER, CO. 80202 (3[redacted]1 [redacted]

Form 3106–5
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-67193

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

R. K. CRAMER
410 - 17th Street, Suite 1340
Denver, Colorado 80202

211668

RECORDED May 1 1986 2:00 PM
IN BOOK 76 Oil & Gas PAGE 642
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* April 1, 1979, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2–3)*

Township 32 North, Range 113 West
Sec. 9: Lots 1, 2, S½NE¼, NE¼SW¼, S½SW¼, SE¼
Sec. 17: E½, SW¼
Sec. 20: NW¼NE¼, W½, SE¼SE¼
Sec. 21: NE¼NE¼, S½NE¼, NE¼SW¼, S½SW¼, SE¼
Sec. 28: All

Containing 2302.90 acres in Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? NONE

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* **Two percent (2%) ORRI**

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* **None**

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10th day of April, 19 79

Barbara D. Zimmerman
(Assignor's Signature)

BARBARA D. ZIMMERMAN

10795 E. Exposition #212
(Assignor's Address)

Aurora, Colorado 80012
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAY 1 1979

By Alma W. Bass
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAY 1 1979
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

Claimant

643

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 10th day of April , 19 79

R. K. Cramer
(Assignee's Signature)

R. K. CRAMER

410 - 17th St., Suite 1340, Denver, CO 80202
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of April, 19 79, personally appeared Barbara D. Zimmerman

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires March 17, 1980

Barbara D. Zimmerman
Notary Public

STATE OF _____
COUNTY OF _____ } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming; Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally came the above named _____ (who being by me duly sworn, did say that he is the _____ President of _____ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as _____ President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: _____

_____
Notary Public
Residing at:

Form 3106 – 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

[illegible] FEB -7 AM 9:30

RECEIVED
CHEYENNE, WYOMING

Lease Serial No.
W-67183

Lease effective date
April 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Chevron U.S.A. Inc.

Address *(include zip code)*
P. O. Box 599
Denver, Colorado 80201

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 32 North, Range 113 West, 6th P.M. Sec. 9: Lots 1, 2, S½NE¼, NE¼SW¼, S½SW¼, SE¼ Sec. 17: E½, SW¼ Sec. 20: NW¼NE¼, W½, SE¼SE¼ Sec. 21: NE¼NE¼, S½NE¼, NE¼SW¼, S½SW¼, SE¼ Sec. 28: All containing 2302.90 acres, more or less, located in Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

211669

RECORDED May 1 1986 2:00 M
IN BOOK 76 O&G PAGE 644
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	3% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	2% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of August, 19 85.

R. K. Cramer
(Assignor's Signature)

410 17th Street, Suite 1340
(Assignor's Address)

R. K. Cramer SS #721-18-7675

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective MAR 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

MAR 25 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

FOR ASSIGNEE

644

645

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 27th day of August, 19 85.

CHEVRON U.S.A. INC.

By: _____ _____
(Assignee's Signature) (Assignee's Address)

Assistant Secretary

_____
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared W. Montgomery, Jr. to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 27th day of August, 1985.

NOTARY

My commission expires:
December 21, 1985

My business address is:
700 South Colorado Boulevard
Denver, Colorado 80222

Cynthia M. Carlson
Notary Public

CW-741-1 (7/85)

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

ATTACHED TO W-67183

In the event Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor forty-five (45) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease. Assignor shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to Assignor and Assignee shall then execute an assignment of said oil and gas lease to Assignor. However, in the event of failure by Assignee to furnish such notice to Assignor, Assignee's liability in such event shall be limited to the amount of the cash consideration paid for the assignment herein, but not otherwise. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

(initial)

RKC

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of August, 19 85, personally appeared R. K. Cramer, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission expires:

March 1, 1986

Kay J. Bornusch
Notary Public

647

Producers 88 -- WHC
Montana 1980
With Option

OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

THIS AGREEMENT is made and entered into as of the 3rd day of February 19 86 by and between
Kenneth M. Gloster and Pat Gloster, husband and wife
P.O. Box 1561
Alturas, California 96101

and R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602 hereinafter called Lessor,

hereinafter called Lessee

1. Lessor, for and in consideration of 10.00+ Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette, State of Wyoming described as follows (herein called "said land"):

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼;
Section 21: E½NE¼;
Section 22: SE¼NE¼, W½NE¼, NW¼;
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½;

211670
RECORDED May 1 1986 2:00PM
IN BOOK 76 O&G PAGE 647
FEES 6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Cheeney

five (5) effective April 16, 1986
960.00 acres

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XX~~ years ~~XXXXXXX~~ date (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, one-eighth of the proceeds from the sale of such gas at the mouth of the well. The Lessor may have gas free of charge from any gas well on said land for use in the principal dwelling on said land by making his own connections with the well, the use of said gas to be at the Lessor's sole risk and expense.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, is at any time shut-in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on said land producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor or the Lessor's credit in the Bank of America (Account # 8996-1420) Bank at P.O. Box 211, Alturas, California 96101 or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Nine Hundred Sixty and No/100ths ------ ($960.00) ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, he payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

15. The consideration paid for this lease shall also constitute consideration for an option to the lessee, its successors and assigns, to extend the initial five-year primary term for a second five-year term by the payment of an additional bonus of $ 25.00 per net mineral acre, said bonus to be deposited in the Depository Bank provided for herein on or before the expiration of the initial five-year primary term. Payment of the said optional bonus amount shall constitute notice to lessor of exercise of the option. In the event lessee elects to exercise this option and makes the bonus payment provided for above then all terms of this lease shall remain in full force and effect as if the original primary term was ten years except that the optional bonus payment shall be considered as including the 6th year rental payment and no separate 6th year rental payment need be made.

X Kenneth M. Gloster
Kenneth M. Gloster
SS# 560-66-4903

X Pat Gloster
Pat Gloster

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF California }
COUNTY OF Modoc } ss.

On this 25th day of February 19 86, before me personally appeared

Kenneth M. Gloster and Pat Gloster, husband and wife

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Rendy Jane Lee
Notary Public

My commission expires:
Aug. 26, 1986

Residing at Alturas, Ca

OFFICAL SEAL
RENDY JANE LEE
NOTARY PUBLIC-CALIFORNIA
Principal Office in MODOC County
My Commission Expires August 26, 1988

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

RECORDING DATA

649

Producers 88 — WHC
Montana 1980
With Option

OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

THIS AGREEMENT is made and entered into as of the 3rd day of February, 1986, by and between Kessler Gossage and Barbara Gossage, husband and wife
325 Homestead
Red Bluff, California 96080

hereinafter called Lessor,

and R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602

hereinafter called Lessee.

1. Lessor, for and in consideration of 10.00+ Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette State of Wyoming described as follows (herein called "said land"):

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼;
Section 21: E½NE¼;
Section 22: SE¼NE¼, W½NE¼, NW¼;
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½;

211671
RECORDED May 1 1986 2:00 P.M.
IN BOOK 76 O&G PAGE 649
FEES 6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Cheney Deputy

five (5) effective April 16, 1986

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 960.00 acres

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XX~~ years ~~XXXXXXX~~ from date (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or in to any pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, one-eighth of the proceeds from the sale of such gas at the mouth of the well. The Lessor may have gas free of charge from any gas well on said land for use in the principal dwelling on said land by making his own connections with the well, the use of said gas to be at the Lessor's sole risk and expense.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, is at any time shut-in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on said land producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor or the Lessor's credit in the Wells Fargo Bank at Red Bluff, California 96080, or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Nine Hundred Sixty and No/100ths ------($960.00)---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

15. The consideration paid for this lease shall also constitute consideration for an option to the lessee, its successors and assigns, to extend the initial five-year primary term for a second five-year term by the payment of an additional bonus of $ 25.00 per net mineral acre, said bonus to be deposited in the Depository Bank provided for herein on or before the expiration of the initial five-year primary term. Payment of the said optional bonus amount shall constitute notice to lessor of exercise of the option. In the event lessee elects to exercise this option and makes the bonus payment provided for above then all terms of this lease shall remain in full force and effect as if the original primary term was ten years except that the optional bonus payment shall be considered as including the 6th year rental payment and no separate 6th year rental payment need be made.

x Kessler Gossage
Kessler Gossage
SS# 540-68-1729

x Barbara Gossage
Barbara Gossage

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ..... CALIFORNIA .....
COUNTY OF .... Tehama .....
} ss.

On this ..20th..... day of ..... ~~February~~ March ..... 19 86 ....., before me personally appeared

.. Kessler Gossage and Barbara Gossage, husband and wife .....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

..... Notary Public

My commission expires:

..... July 1, 1988 .....

Residing at ..... Red Bluff, California .....

OFFICIAL SEAL
PATRICIA E. OTTMAN
NOTARY PUBLIC - CALIFORNIA
TEHAMA COUNTY
My Comm. Expires July 1, 1988

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF .....
} ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

..... Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF .....
} ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

..... Notary Public

My commission expires:

..... Residing at .....

RECORDING DATA

Producers 88 -- WHC
Montana 1980
With Option

651

OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

THIS AGREEMENT is made and entered into as of the 3rd day of February 19 86, by and between
Dru Van Riper and John Van Riper, wife and husband
P.O. Box 1250
Elko, Nevada 89801

hereinafter called Lessor

and R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602

hereinafter called Lessee

1. Lessor, for and in consideration of 10.00+ Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette State of Wyoming described as follows (herein called "said land"):

211672

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼;
Section 21: E½NE¼;
Section 22: SE¼NE¼, W½NE¼, NW¼;
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

RECORDED May 1 1986 2:40 PM
IN BOOK 76 O&G PAGE 651
FEES 6.00 Lois J. Yate, COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Cheney, Deputy

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise five (5) effective April 16, 1986 960.00 acres

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XX~~ years ~~XXXXXXXXX~~ (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, one-eighth of the proceeds from the sale of such gas at the mouth of the well. The Lessor may have gas free of charge from any gas well on said land for use in the principal dwelling on said land by making his own connections with the well, the use of said gas to be at the Lessor's sole risk and expense.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, is at any time shut-in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on said land producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor or the Lessor's credit in the Security Bank of Nevada (Account # 330503541) Bank at 605 Idaho Street, Elko, Nevada 89801, or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Nine Hundred Sixty and No/100ths ------ ($960.00) ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, he payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

15. The consideration paid for this lease shall also constitute consideration for an option to the lessee, its successors and assigns, to extend the initial five-year primary term for a second five-year term by the payment of an additional bonus of $ 25.00 per net mineral acre, said bonus to be deposited in the Depository Bank provided for herein on or before the expiration of the initial five year primary term. Payment of the said optional bonus amount shall constitute notice to lessor of exercise of the option. In the event lessee elects to exercise this option and makes the bonus payment provided for above then all terms of this lease shall remain in full force and effect as if the original primary term was ten years except that the optional bonus payment shall be considered as including the 6th year rental payment and no separate 6th year rental payment need be made.

X Dru Van Riper
Dru Van Riper
SS# 540-68-1745

X John Van Riper
John Van Riper

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF NEVADA }
COUNTY OF ELKO } ss.

On this 10th day of February 19 86, before me personally appeared

Dru Van Riper and John Van Riper, wife and husband

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Georgeann Dalton
Notary Public

My commission expires: 9-16-88

GEORGEANN DALTON
Notary Public - State of Nevada
Elko County, Nevada
Appointment expires Sept. 16, 1988

Residing at Elko, Nevada

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ..... }
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ..... }
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

653

Producers 88 — WHC
Montana 1980
With Option

OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

THIS AGREEMENT is made and entered into as of the 3rd day of February, 19 86, by and between

Charles R. Springman, a single man
3238 Northeast Clark Drive
Madres, Oregon 97741

hereinafter called Lessor,

and R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602

hereinafter called Lessee

1. Lessor, for and in consideration of 10.00+ Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette, State of Wyoming described as follows (herein called "said land"):

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼;
Section 21: E½NE¼;
Section 22: SE¼NE¼, W½NE¼, NW¼;
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½;

211673
RECORDED May 1 1986 2:00 PM
IN BOOK 76 O & G PAGE 653
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Cheney Deputy
effective April 16, 1986

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise five (5) 960.00 acres

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XX~~ years ~~XXXXXXX~~ (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, one-eighth of the proceeds from the sale of such gas at the mouth of the well. The Lessor may have gas free of charge from any gas well on said land for use in the principal dwelling on said land by making his own connections with the well, the use of said gas to be at the Lessor's sole risk and expense.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, is at any time shut-in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on said land producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor ~~XXXXXXXXXXXXXXXX~~ directly to Lessor ~~XXXX~~ at 3238 Northeast Clark Drive, Madres, OR 97741 or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Nine Hundred Sixty and No/100ths ----- ($960.00) ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

15. The consideration paid for this lease shall also constitute consideration for an option to the lessee, its successors and assigns, to extend the initial five-year primary term for a second five-year term by the payment of an additional bonus of $ 25.00 per net mineral acre, said bonus to be deposited in the Depository Bank provided for herein on or before the expiration of the initial five year primary term. Payment of the said optional bonus amount shall constitute notice to lessor of exercise of the option. In the event lessee elects to exercise this option and makes the bonus payment provided for above then all terms of this lease shall remain in full force and effect as if the original primary term was ten years except that the optional bonus payment shall be considered as including the 6th year rental payment and no separate 6th year rental payment need be made.

x Charles R. Springman
Charles R. Springman, a single man
SS# 560-24-3115

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF OREGON }
COUNTY OF Jefferson } ss.

On this 13th day of ~~February~~ March 19 86, before me personally appeared

Charles R. Springman, a single man

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Grace Thomas
Notary Public

My commission expires:
1-12-87

Residing at Madras, Jefferson County, OR

NOTARIAL SEAL

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:
.....

Residing at .....

RECORDING DATA

655

Producers 88 WHC
Montana 1980
With Option

OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

THIS AGREEMENT is made and entered into as of the 3rd day of February 19 86 by and between
Frank J. Springman, a single man
2659 South 8th East
Salt Lake City, Utah 84107

hereinafter called Lessor,

and R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602

hereinafter called Lessee

1. Lessor, for and in consideration of 10.00+ Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette State of Wyoming described as follows (herein called "said land"):

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼;
Section 21: E½NE¼;
Section 22: SE¼NE¼, W½NE¼, NW¼;
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½;

211674
RECORDED May 1 1986 2:00 P.M
IN BOOK 76 O & G PAGE 655
FEES 6.00 Lois J. Wade COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Cheeney Deputy

effective April 16, 1986

five (5) 21

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 960.00 acres

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~xx~~ years ~~xxxxxxx~~ (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, one eighth of the proceeds from the sale of such gas at the mouth of the well. The Lessor may have gas free of charge from any gas well on said land for use in the principal dwelling on said land by making his own connections with the well, the use of said gas to be at the Lessor's sole risk and expense.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, is at any time shut-in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on said land producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender ~~to the Lessor or the Lessor's credit in the~~ directly to Lessor ~~Bank~~ at Salt Lake City, Utah, or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Nine Hundred Sixty and No/100ths ------ ($960.00) ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

15. The consideration paid for this lease shall also constitute consideration for an option to the lessee, its successors and assigns, to extend the initial five-year primary term for a second five-year term by the payment of an additional bonus of $ 25.00 per net mineral acre, said bonus to be deposited in the Depository Bank provided for herein on or before the expiration of the initial five-year primary term. Payment of the said optional bonus amount shall constitute notice to lessor of exercise of the option. In the event lessee elects to exercise this option and makes the bonus payment provided for above then all terms of this lease shall remain in full force and effect as if the original primary term was ten years except that the optional bonus payment shall be considered as including the 6th year rental payment and no separate 6th year rental payment need be made.

x Frank J. Springman
Frank J. Springman, a single man
SS# 560-24-3142

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On this 11th day of February 19 86, before me personally appeared

Frank J. Springman, a single man

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Julie Hammond
Notary Public

My commission expires:
6-18-88

Residing at Salt Lake City

NOTARY PUBLIC
JULIE HAMMOND
COMM. EXPIRES
JUNE 18, 1988
STATE OF UTAH

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

657

Producers 88 – WHC
Montana 1980
With Option

OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

THIS AGREEMENT is made and entered into as of the 3rd day of February, 1986, by and between Shannon M. Trivelpiece and Robert Trivelpiece, wife and husband
4295 River Road
Eugene, Oregon 97404

hereinafter called Lessor,

and R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602

hereinafter called Lessee

1. Lessor, for and in consideration of 10.00+ Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette State of Wyoming described as follows (herein called "said land")

211675

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼;
Section 21: E½NE¼;
Section 22: SE¼NE¼, W½NE¼, NW¼;
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½;

RECORDED May 1 1986 2:30 P.M.
IN BOOK 76 O&G PAGE 657
FEES 6.00 Lois J. Jake COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Cheeney, Deputy
effective April 16, 1986

five (5) ~~XX~~ / RW.

960.00 acres

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~ten years~~ ~~XXXXXXXXX~~ (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, one-eighth of the proceeds from the sale of such gas at the mouth of the well. The Lessor may have gas free of charge from any gas well on said land for use in the principal dwelling on said land by making his own connections with the well, the use of said gas to be at the Lessor's sole risk and expense.

If a well capable of producing gas or gas and gas condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, is at any time shut-in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on said land producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor or the Lessor's credit in the U.S. (Account #015-0226-520) Bank at P.O. Box 10508, Eugene, Oregon 97440, or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Nine Hundred Sixty and No/100ths ----- ($960.00) ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

15. The consideration paid for this lease shall also constitute consideration for an option to the lessee, its successors and assigns, to extend the initial five-year primary term for a second five year term by the payment of an additional bonus of $ 25.00 per net mineral acre, said bonus to be deposited in the Depository Bank provided for herein on or before the expiration of the initial five-year primary term. Payment of the said optional bonus amount shall constitute notice to lessor of exercise of the option. In the event lessee elects to exercise this option and makes the bonus payment provided for above then all terms of this lease shall remain in full force and effect as if the original primary term was ten years except that the optional bonus payment shall be considered as including the 6th year rental payment and no separate 6th year rental payment need be made.

x Shannon M. Trivelpiece
Shannon M. Trivelpiece
SS# 549-82-6550

x Robert W. Trivelpiece
Robert Trivelpiece

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Oregon }
COUNTY OF Lane } ss.

On this 20th day of February 19 86, before me personally appeared

Shannon M. Trivelpiece and Robert Trivelpiece, husband and wife

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Marlene M. Gale
Notary Public

My commission expires:
March 13, 1987

Residing at 311 E. 50th, Eugene, OR 97405

MARLENE M. GALE NOTARY PUBLIC STATE OF OREGON

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

659

Form 3106–14
(September 1982)

UNIT STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-38076

Lease effective date
February 1, 1976

PART I

1. Assignee's Name
HOWELL PETROLEUM CORPORATION

Address *(include zip code)*
1010 Lamar, Suite 1800
Houston, TX 77002

The undersigned, as owner of TR.1: 15.625% TR.2: 31.25% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.

Tr. 1: Sec. 9: N/2SW/4, E/2SE/4
Sec. 10: SW/4
Tr. 2: Sec. 9: W/2SE/4
400.00 acres, more or less
Sublette County, Wyoming
In both tracts, from the surface of the ground down to a depth of 100 feet below the stratigraphic equivalent of the total depth of 7,640 feet reached in the Fogarty Creek Unit #7-9 Well.

211717

RECORDED May 5 1986 8:00AM
IN BOOK 76 O&G PAGE 659
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

3. Specify interest or percent of operating rights being conveyed to assignee	TR. 1: 100.00% TR. 2: 100.00%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	TR. 1: 5.00% TR. 2: 11.25%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85.
PETRO-SEARCH NOMINEE PARTNERSHIP CO., BY HOWELL PETROLEUM CORPORATION, GENERAL PARTNER

Paul Funkhouser (Assignor's Signature)
Paul Funkhouser, President

1010 Lamar, Suite 1800 (Assignor's Address)
Houston, TX 77002

Michael R. Drake, Assistant Secretary (City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 0 1 1985

By ANDREW L. TARSHIS (Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION (Title)

MAR 1 1 1986 (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

111-00 [redacted] [redacted] F[redacted]gnee

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85 .

HOWELL PETROLEUM CORPORATION

Paul Funkhouser

(Assignee's Signature)

Paul Funkhouser, President

Michael R. Drake, Assistant Secretary

1010 Lamar, Suite 1800

(Assignee's Address)

Houston, TX 77002

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent representations as to any matter within its jurisdiction.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Petro-Search Nominee Partnership Co., BY Howell Petroleum Corporation, General Partner, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13th day of August, 1985.

My Commission Expires:
ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovell Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Howell Petroleum Corporation, this 13 day of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 13 day of August, 1985.

My Commission Expires:
ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovell Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

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PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, JOHN P. ELLBOGEN, P. O. Box 1928, Casper, Wyoming 82602; MARIANNE R. CHAMPLIN, Executrix of the Estate of Stephen C. Champlin, P. O. Box 2771, Casper, Wyoming 82602; BILL D. FARLEIGH, P. O. Box 3215, Casper, Wyoming 82602; MEDTON CORPORATION, 5181 Squaw Creek Road, Casper, Wyoming 82604; R. G. BOYD, P. O. Box 3086, Casper, Wyoming 82602; and RICHARD S. TROOST, P. O. Box 1607, Casper, Wyoming 82602, hereinafter called ASSIGNORS, for and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto NOVA PETROLEUM CORPORATION, P. O. Box 11630, Salt Lake City, Utah 84147, hereinafter called ASSIGNEE, One Hundred Percent (100%) of their right, title and interest in and to the following described Oil and Gas Lease in Sublette County, State of Wyoming:

LESSOR: James Francis Mickelson, aka James F. Mickelson, and Mae F. Mickelson, individually and as husband and wife, Big Piney, Wyoming
LESSEE: John P. Ellbogen, P. O. Box 1928, Casper, WY 82602
DATE: February 9, 1981, but effective April 5, 1981
RECORDING: Book 61 O&G, Page 313

ONLY INSOFAR AS IT COVERS THE FOLLOWING DESCRIBED LANDS:

DESCRIPTION: Township 31 North, Range 113 West, 6th P.M.
Section 34: S½NE¼, NE¼SE¼
Section 35: NW¼SW¼, SE¼SW¼, S½SE¼
280.00 acres, more or less

Reserving however unto the Assignor herein an overriding royalty of three and one-half percent (3.5%) of eight-eighths (8/8ths), inclusive of previously existing overriding royalties to which Assignors' interests in said lease are now subject, it being the intent to deliver an 80.5% net revenue interest. This overriding royalty and all other terms and conditions of this Assignment shall apply to any and all extensions, renewals and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said Oil and Gas Lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignor, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this Assignment.

This Assignment is made without warranty of any kind, expressed or implied.

EXECUTED THIS 25th day of March, 1986.

ATTEST:

RETANE M. BURTON, Medton Corp. Sec'y

MEDTON CORPORATION

Guy C. Burton, President

(No Corp. Seal)

MARIANNE R. CHAMPLIN, Executrix of the Estate of Stephen C. Champlin

JOHN P. ELLBOGEN

BILL D. FARLEIGH

RICHARD S. TROOST

R. G. BOYD

211808

RECORDED May 12 1986 11:00 AM
IN BOOK 76 O&G PAGE 661
FEES 7.25 COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McClure

STATE OF [redacted]NG
County of NATRONA } ss.

INDIVIDUAL

On this 25th day of March, in the year 1986, before me personally appeared R. G. Boyd, Richard S. Troost and Bill D. Farleigh, known to me to be the person s described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires _____ Dixie L. Blower
Notary Public.

DIXIE L. BLOWER Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 13, 1987

STATE OF WYOMING
County of Natrona } ss.

INDIVIDUAL

On this 10th day of April, in the year 1986, before me personally appeared John P. Ellbogen, known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires _____ Dixie L. Blower
Notary Public.

DIXIE L. BLOWER Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 13, 1987

STATE OF WYOMING
County of NATRONA } ss.

INDIVIDUAL

On this 15th day of April, in the year 1986, before me personally appeared Marianne R. Champlin, Executrix of the Estate of Stephen C. Champlin, known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires _____ Dixie L. Blower
Notary Public.

DIXIE L. BLOWER Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 13, 1987

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

On this 25th day of March, 1986, before me appeared Guy C. Burton, to me personally known, who, being by me duly sworn, did say that he is _____ President of Medton Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Guy C. Burton acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

MY COMMISSION EXPIRES: Nov. 4, 1986

P. Lynn Bromley
Notary Public

P. LYNN BROMLEY - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Nov. 4, 1986

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Form 3110-2
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OFFER TO LEASE AND
LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181-263)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
83 SEP 19 AM 9 39

Name
Street
City
State
Zip Code

Stewart C. Mills, Jr.
P. O. Box 1199
Appleton, Wisconsin 54912

W-85924
(Serial Number)

RECEIVED
SEP 27 1983
OIL & GAS DIVISION
ROCK SPRINGS, WYOMING

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: Wyoming County: Sublette

T. 35 N., R. 115 W., 6th Prin Mer
Sec 1: Lots 1, 2, 3, 4, S½N½, S½
2: Lots 1, 2, 3, 4, S½N½, SE¼
12: N½

211963

P-DM
HE to
one

RECORDED May 22 1984 2:00 P M
IN BOOK 76 Misc PAGE 663
FEES $30.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

CERTIFIED
A true and correct copy
of the document on file
APR 18 1984
BUREAU OF LAND MANAGEMENT

Rental (a) (ii) Beginning 6th Year, $3 per acre or Fraction Thereof.

Containing a total of	1431.88 acres	Annual Rental	$ 1432.00

This lease is issued to the successful drawee pursuant to the Simultaneous Oil and Gas Lease application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

FOR BLM USE ONLY:

THE UNITED STATES OF AMERICA

By Stewart C. Mills
(Offeror/Lessee Signature)

By _____
(Signature of Signing Officer)
ANDREW L. TARSHIS
ACTING Chief, Oil & Gas Section
(Title)

(Title)

FEB 29 1984
(Date)

(Atty-in-fact or Agent's Signature)

14 Sept 83
(Date Signed)

Effective date of lease: MAR 1 1984

Lands in offer were not within a Known Geologic Structure on February 22, 1984.

Mary D. Baer
District Manager
Rock Springs District

ORIGINAL

exclusive right and privilege in and [redacted] for, mine, extract, remove, and dispose of all the oil [redacted] osits, except helium gas, in the lands leased, toge[redacted] right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director. (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows.

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field.

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Rental (a) (i) Beginning 6th Year, $2 per Acre or Fraction Thereof.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty or other payments to the lessor, to the order of the Bureau of Land Management, at the proper office, or at such other places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land. *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost, a plat showing development work and improvements on the leased lands, and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the thereof, to the lessor when [redacted] information obtained under this paragraph, upon [redacted] of lessee, shall not be open to inspection by the public [redacted] the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other miners' deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same, to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost. *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase; and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) *Equal opportunity clause.* During the performance of this lease, the lessee agrees as follows:

(i) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.*—The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity, (2) polluting air and water, (3) damaging improvements owned by the United States or other parties, or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts and upon any partial or [redacted] the extent deemed necessary by t[redacted] any pits, ditches and other excavations, remove o[redacted]vis, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights of way.*—The right to permit for joint or several use easements or rights of way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90 day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period. *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act, but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause or cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(e)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom, and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18, U.S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

GPO 862-[illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE NOTICE

Surface Management Agency:

BLM District Manager
Highway 187 North
P. O. Box 1869
Rock Springs, Wyoming 82901

PLEASE REFER TO ITEM (13)
OF FORM 3109-3

The surface management agency has reviewed existing information and planning documents and, except as noted in attached special stipulations, knows of no reason why normal exploration, development, and production cannot proceed on the leased lands. However, prior to disturbing the surface of the leased lands, the lessee should contact the surface management agency to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Lessees must comply with the onshore oil and gas operations regulations, Operating Orders, and Notices to Lessees.

NOTICE

Due to the enactment of Public Law 97-78, signed by the President November 16, 1981, this lease contains an additional term specifying the rights and obligations of an oil and gas lease issued subsequent to that Act. This term merely specifies what the impact of passage of that Act has done to a Federal oil and gas lease issued on or after November 16, 1981. In order to reduce the expense and delay involved in the execution of this additional term in the standard lease, we have included the clause and are hereby notifying you of its inclusion in the lease. This term simply states the provisions of law now that oil and gas and tar sands rights are subject to the same lease and preserves to the Department the right to approve or disapprove a plan of operations.

STIPULATION FOR NON-CONVENTIONAL OIL RECOVERY

"Under the provisions of Public Law 97-78, this lease includes all deposits of non-gaseous hydrocarbon substances other than coal, oil shale, or gilsonite (including all vein-type solid hydrocarbons). Development by methods not conventionally used for oil and gas extraction such as fire flooding and including surface mining will require the lessee to submit a plan of operations and will be subject to regulations governing development by such methods when those rules are issued by the Bureau of Land Management (BLM), and the rules or procedures of the surface managing agency, if other than BLM. Development may proceed only if the plan of operations is approved."

14 Sept 83
Date

Stewart C. Mills
Signature

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
83 SEP 19 AM 9 30

CULTURAL RESOURCES STIPULATION

The Federal surface management agency is responsible for assuring that the leased lands are examined to determine if cultural resources are present and to specify mitigation measures. Prior to undertaking any suface-disturbing activities on the lands covered by this lease, the lessee or operator, unless notified to the contrary by the authorized officer of the surface management agency or BLM as appropriate, shall:

1. Contact the appropriate BLM office on lands managed by BLM or the appropriate surface managing agency on lands where the surface is administered by such agency to determine if a site specific cultural resource inventory is required. If a survey is required, then;

2. Engage the services of a qualified cultural resource specialist acceptable to the Federal surface management agency to conduct an intensive inventory for evidence of cultural resource values;

3. Submit a report acceptable to the authorized officer of the surface management agency; and

4. Implement mitigation measures required by the surface management agency to preserve or avoid destruction of cultural resource values. Mitigation may include relocation of proposed facilities, testing and salvage or other protective measures. Where impacts cannot be mitigated to the satisfaction of the surface managing agency, surface occupancy on that area must be prohibited.

The lessee or operator shall immediately bring to the attention of the Bureau of Land Management or the authorized officer of the Federal surface management agency any cultural resources or any other object of scientific interest discovered as a result of surface operations under this lease, and not disturb such discoveries until directed to proceed by the Bureau of Land Management.

Date 14 Sept 83 Signature Stewart C. Mills

Form 3109 [redacted]
(June 1971)

UNITED STATES [redacted]
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); June 28, 1944 (58 Stat. 483–485); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b), or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction, and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(4) If in the opinion of the authorized representative of the Secretary of Agriculture, the lands are valuable for watershed protection, the lessee or permittee shall provide for control of surface runoff and return the affected area to as productive condition as practicable.

(5) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(6) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(7) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(8) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in a neat and sanitary condition.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit.

(10) To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease or permit.

(11) Unless otherwise authorized, prior to the beginning of operations to appoint and maintain at all times during the term of this lease or permit a local agent upon whom may be served written orders or notices respecting matters contained in this stipulation, and to inform the authorized representative of the Secretary of Agriculture, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee or permittee shall immediately so inform the said representative.

(12) To address all matters relating to this stipulation

to REGIONAL FORESTER
U.S. FOREST SERVICE

at FOREST SERVICE BUILDING
OGDEN, UT 84400

who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

GENERAL SERVICES ADMINISTRATION
SEP 6 PM

Stewart C. Mills
(Signature of Lessee)

GPO 850-292

[redacted]

[redacted] Serial No. _____

CHEYENNE, WYOMING

CONTROLLED OR LIMITED SURFACE USE STIPULATION

This stipulation may be modified when specifically approved in writing by the District Manager, Bureau of Land Management, with concurrence of the Federal surface management agency. Distances and/or time periods may be made less restrictive depending on the actual onground conditions.

The lessee/operator is given notice that all or portions of the lease area may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Any surface use or occupancy within such special areas will be strictly controlled. Use or occupancy will be authorized only when the lessee/operator demonstrates that the special area is essential for operations in accordance with a surface use and operations plan which is satisfactory to the Bureau of Land Management and the Federal surface management agency for the protection of such special areas and existing or planned uses. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing oil and gas wells; however, in extremely critical situations, occupancy may be allowed.

After the Federal surface management agency has been advised of specific proposed surface use of occupancy on these lands, and on request of the lessee/operator, the agency will furnish specific locations and additional information on such special areas.

Description:

T 35 N, R 115 W, 6th Prin Mer, WY
Sec 1: Lots 1, 2, 3, 4, S½N½, S½
2: Lots 1, 2, 3, 4, S½N½, SE¼
12: N½

Reason for Restriction:

Unstable Soils

Duration of Restriction:

Yearround

14 Sept 83
DATE

Stewart C. Mills
SIGNATURE

Activity Coordination Stipulation

This lease includes lands within visually sensitive areas which has resource values sensitive to high levels of activity. In order to minimize impacts to these resources, special conditions, such as unitization prior to approval of operations, and/or other limitations to spread surface disturbance activities over time and space may be required prior to approval and commencement of any operations on the lease.

DATE 14 Sept 83 SIGNATURE Stewart C. Mills Jr

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
83 SEP 19 AM 9 33

Serial No. _____

To maintain esthetic values, all semi-permanent and permanent facilities may require painting or camouflage to blend with the natural surroundings. The paint selection or method of camouflage will be subject to approval by the District Manager, Bureau of Land Management, with the concurrence of the authorized officer of the Federal surface management agency.

14 Sept 83
DATE

Stewart C. Mills
SIGNATURE

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
83 SEP 19 AM 9 30

6. No occupancy or other surface disturbance will be allowed on slopes in excess of 4% percent, without written permission from the District Manager, Bureau of Land Management, with the concurrence of the authorized officer of the Federal surface management agency.

14 Sept 83
DATE

Stewart C. Mills Jr
SIGNATURE

Fo[redacted]rvice Supplement
to Form 3109-3

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

83 SEP 19 AM 8 30

SPECIAL OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

(a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or

(b) Lessee has made or caused to be made an inventory of all archeological, paleontological, and historical sites in those areas of the lease subject to development, occupancy, or surface disturbance. The survey must be made by a qualified archeologist acceptable to the surface management agency and the results of this survey provided to the surface management agency. Costs of this survey will be borne by the lessee. After inventory by either lessee's archeologist or the surface management agency, reasonable conditions of use will be prepared to protect the sites or salvage objects of antiquity in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 225; 16 USC 433), and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 461-467). Costs of salvage of artifacts will be borne by the lessee and all objects of antiquity salvaged will remain the property of the U. S. Government.

2. No occupancy of the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

(a) Within 500 feet of either side of the centerline of any and all roads and/or highways within the lease area.

(b) Within 200 feet on either side of the centerline of any and all designated trails within the lease area.

(c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoirs located within the lease area.

(d) Within 400 feet of any and all springs within the lease area.

(e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

14 Sept 83
DATE

Stewart C. Mills
SIGNATURE

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
03 SEP 19 AM 9 30
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

JACKSON HOLE AREA OIL AND GAS LEASE STIPULATION

The lands embraced in this lease being within the area designated in the memorandum of August 15, 1947, by the Secretary of the Interior ("Oil and Gas Leases In the Jackson Hole, Wyoming Area"; Federal Register, August 30, 1947, page 5859), which specifies the general condition under which the unitized development of the oil and gas resources is authorized, the lessee hereby agrees:

(1) To drill only such wells on the leased land as may be authorized by the Secretary of the Interior under an approved unit plan; to drill no well within 1250 feet of any public road on or adjacent to the leased land without the consent of the Secretary of the Interior first had and obtained; to refrain from defacing, injuring, or destroying trees, shrubs, or natural features, or removing same outside of the authorized work limits or pipeline and road rights-of-way as established pursuant to or revised in accordance with the unit plan. After designation of the authorized work limits by the Secretary of the Interior or his representatives, lessee shall mark such limits by some acceptable visual means. The location of camps, storage, parking of equipment, and storage of materials shall be confined within the authorized work limits. Sludge or other waste by-products from drilling or operations shall be so confined or disposed of that they do not destroy scenic values or wildlife or pollute streams.

(2) To remove at the termination of drilling operations, all camps and buildings not essential to a continuing operation of any well, and to fill all sump holes, ditches, and other excavations, remove or cover all debris, and to restore the sites to a neat and presentable condition appropriate to the surrounding landscape, and, upon partial or total relinquishment, cancellation or expiration of this lease as to that part of the leased land to which his rights have terminated, so far as reasonably possible, to restore the surface of the leased land to its former condition to the extent deemed necessary by the Secretary of the Interior and the Regional Forester, U.S. Forest Service, Ogden, Utah, or their authorized representatives.

(3) To keep to an absolute minimum the number of access, tote roads and other travelways necessary to conduct the lessee's operations, the location of which shall be designated by the Supervisor prior to the time of their construction. Access to existing public highways shall be determined by the Supervisor at such points on the highways with due regard for sight distance restrictions, safety, or scenic considerations. The location, alignment and cross-section of all roads constructed for the convenience of lessee's operations, shall be such that after discontinuance of use, they can be obliterated and the area over which they traverse can be restored to its original condition. All types of roads constructed for operational uses shall, at the

[redacted] [redacted] [redacted]

termination of these uses, be obliterated where required and the area over which they traversed restored in such a manner that revegetation will be encouraged. All roads constructed for operational purposes are to be considered as private roads and the erection of signs, locked gates, or other devices that may be required, at the discretion of the Supervisor, to discourage or prevent their use by the public shall be constructed and maintained by the lessee.

(4) To protect the scenic and aesthetic values of roadsides, waterfronts, and recreation area zones as far as possible consistent with the authorized use in connection with construction, operation and maintenance facilities.

(5) To conduct operations in a manner that will offer the least possible disturbance to wildlife on or adjacent to the leased land; to exercise no methods of control or interference with such wildlife without authority first obtained from the authorized representative of the Secretary of the Interior and/or the State Game and Fish Commission; to make no claim against the Government or the State on account of damage by such wildlife to improvements placed on the leased land.

(6) To observe and comply with all State and Federal laws and regulations relating to wildlife and to take such action as is necessary to assure observation and compliance with these laws and regulations by lessee's employees and agents.

As to any land within the Cache Creek Municipal Watershed, the lease will contain the following additional stipulation:

(7) To comply with plans heretofore made through agreement with the Forest Service and the Town Council of Jackson, Wyoming, for the protection from pollution of the municipal water during the term of this lease or any extension thereof.

Date 14 Apr 83 SIGNATURE Stewart C. Mellof

SEP 19 '91 AM 9:30
[illegible]

677

Form 3106-5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
86 FEB -6 AM 9:30
CHEYENNE, WYOMING

Lease Serial No.
W-85924

Lease effective date
March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Thomas W. Green

Address *(include zip code)*

512 Laurel Street, Brainerd, Minnesota 56401

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 35 North, Range 115 West

Section 1: Lots 1-4, S½N½, S½
Section 2: Lots 1-4, S½N½, SE¼
Section 12: N½

Containing 1,431.88 acres
Sublette County, Wyoming

211964

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

RECORDED May 22 1986 2:20 P M
IN BOOK 76 Deed PAGE 677
FEE $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

CERTIFIED
to be a true and complete copy
of the original on file

MAY 01 1986

BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 17th day of January, 1986.

Stewart C. Mills, Jr.

Stewart C. Mills Jr.
(Assignor's Signature)

1300 Lynndale Avenue
(Assignor's Address)

Appleton, Wisconsin 54912
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective MAR 1 1986

By Fred O'Farrell
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

MAR 20 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

[redacted] [redacted] [redacted] ORIGINAL

[redacted] PA[redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 12 day of January, 19 86

Thomas W. Green

(Assignee's Signature)

512 Laurel

(Assignee's Address)

Brainerd, Minnesota 56401

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Minnesota)
) SS.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Stewart C. Mehl Jr., this 12th day of January, 19 86.

Witness my hand and official seal.

MARION L. HEINDEL
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jul. 11, 1987

My commission expires:

Notary Public

Residing at: 7171 Xerxes Ave S
Minneapolis MN 55423

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

CERTIFIED
to be a true and correct copy
of the file
MAY 01 1986
BUREAU OF LAND MANAGEMENT

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

679

99914-5

Form 3106-5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-85924

Lease effective date
March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Chevron U.S.A. Inc.

Address *(include zip code)*

P. O. Box 599 Denver, CO 80201

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 35 North, Range 115 West

Section 1: Lots 1-4, S½N½, S½
Section 2: Lots 1-4, S½N½, SE¼
Section 12: N½

Containing 1,431.88 acres
Sublette County, Wyoming

211965

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

RECORDED May 22 1986 2:00 P M
IN BOOK 76 Misc PAGE 679
FEES $ 6.00 Lois J. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13 day of January, 1986

Thomas W. Green

(Assignor's Signature)

512 Laurel Street

(Assignor's Address)

Brainerd Minnesota 56401

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective MAR 1 1986

By Fred O'Farrell
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

MAR 20 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with [illegible] of 43 CFR 3106.

[redacted] [redacted] [redacted] ASSIGNEE

[redacted] RT II [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 17th day of November, 1986

Chevron U.S.A. Inc.

By: _____ (Assignee's Signature)
Assistant Secretary

P. O. Box 599 (Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Minnesota)
) SS.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Thomas W. Shea, this 13th day of January, 1986.

Witness my hand and official seal.

MARION L. PENDEL
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jul. 11, 1987

My commission expires: _____

_____
Notary Public

Residing at: 9141 W. Hwy. 55
Minneapolis, Minn 55427

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared W. Montgomery to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 17th day of January, 1986.

My commission expires: 12-16-89

Cynthia M. Carlson
Notary Public

My business address is:
700 South Colorado Boulevard
Denver, Colorado 80222

CW-741-1 (7/85)

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 88—(Producers)
Kan., Okla. & Colo. 1957

681

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 12th day of February, 19 86
between Budd & Sons Land Co., a Wyoming partnership, by Dan S. Budd General Partner
P.O. Box 650
Big Piney, WY 83113
hereinafter called lessor,
and EWAB Incorporated, 1801 California St., Suite 1000, Denver, CO 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, ~~and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided~~, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, ~~and for housing and boarding employees~~, said tract of land with any reversionary rights therein being situated in the County of Sublette
State of Wyoming, and described as follows:

Township 31 North, Range 113 West, 6th PM
Section 35: NE¼NE¼

See Exhibit "A" attached hereto and made a part hereof.

and containing 40.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of one (1) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal ~~to the delay rental as provided in paragraph (5) hereof~~, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

~~5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the _____ day of _____ 19 _____, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the _____ Bank at _____, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of _____ Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.~~

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to ~~growing crops~~ on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby ~~warrants and agrees to defend the title to the land herein described and~~ agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

~~13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described and included in such unit in the same manner as though produced from the above described land under the terms of this lease.~~

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

211976

Witness:

Budd & Sons Land Co., a Wyoming Partnership

Budd & Sons Land Co.

By: Dan S. Budd General Partner

Dan S. Budd, General Partner

RECORDED May 23 1986 10:00 A.M.
IN BOOK 76 Rec'd PAGE 681
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

Tax ID No. [redacted]

*one dol[redacted]1.00) per net acre [redacted]

Printed by F&M Printing (303) 893-1081

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of April, 19 86, personally appeared Dan S. Budd acting on behalf of Budd & Sons Land Co., a Wyoming Partnership, General Partner

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires October 9, 1988

Notary Public.

Address: Green River, Wyoming

STATE OF }
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

, to me known to be the identical person , described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation. and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A.D. 19 .

Notary Public.

(SEAL)

Address:

My Commission expires

No.

FROM

TO

Dated

No. Acres

County,

Term

This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

682

EXHIBIT "A"

Exhibit "A" attached to and made a part of that certain oil and gas lease dated February 12, 1986 by and between Budd & Sons Land Co. of Big Piney, Wyoming as Lessor and BWAB Incorporated of 1801 California St., Suite 1000, Denver, Colorado 80202 as Lessee.

"1. This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by BWAB Incorporated, Lessee. In the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply.

2. Lessee's privilege of paying a shut-in royalty, as provided in paragraph 4 of the attached lease, may not be exercised to extend this lease beyond the later of two years after the completion of such shut-in well or two years after the expiration of the primary term hereof.

3. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of Lessor, provided, however, this provision shall not be construed to give Lessee any interest in any water right owned by Lessor or to give Lessee a senior water right to Lessor on said lands.

4. Lessee shall provide Lessor, upon request, with logs performed during its operation concerning sands or zones encountered by Lessee in its drilling on the lands described herein.

5. No refinery or gasoline compression plant may be built on the lands described in this lease without the written permission of the Lessor and reasonable compensation therefore.

6. When requested, Lessee shall fence all sump holes.

7. Upon expiration or sooner termination of this lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of oil and gas lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to nearly as practicable its original condition.

8. Lessee understands that the mineral and surface estate of the described lands are severed and that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances, and Lessor makes no assurances with respect to the use of the surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

9. Where the term of one-eighth (1/8th) appears in this lease, it shall be amended to read fifteen percent (15%).

10. Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall

accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit."

LESSOR:
Signed for identification:

Budd & Sons Land Co.

By: Dan S Budd
Dan S. Budd, General Partner

LESSEE:
BWAB Incorporated

By: Jed W Lemmons
Title: WGM with L
JED W. LEMMONS
ATTORNEY-IN-FACT

CORRECTION OF ASSIGNMENTS OF OPERATING RIGHTS IN OIL AND GAS LEASES

This instrument, given to correct assignments of operating rights, is effective as of the 14th day of May, 1986.

Through two instruments dated April 18, 1984, Natural Gas Corporation conveyed certain operating rights in oil and gas leases to Exxon Corporation.

The first instrument, relating to Federal Oil and Gas Lease W-0320387, is recorded in the records of Sublette County, Wyoming at Book 71 Oil and Gas, Pages 590-595, Reception Number 201253.

The second instrument, relating to Federal Oil and Gas Lease W-1333, is recorded in the records of Sublette County, Wyoming at Book 71 Oil and Gas, Pages 616-621, Reception Number 201257.

However, as recorded in Sublette County, Wyoming, the Exhibit for the instrument relating to W-0320287 (Reception Number 201253 was attached to the instrument relating to Federal Oil and Gas Lease W-1333 (Reception Number 201257) and vice versa. This is evidenced by the references to the Federal oil and gas lease numbers on the base documents when compared to such lease numbers set forth in the exhibits. Correct assignments are of record in the respective lease files of the Bureau of Land Management, United States Department of the Interior, Cheyenne, Wyoming.

NOW, THEREFORE, it is agreed as follows:

1. The Assignment of Operating Rights from Natural Gas Corporation of California to Exxon Corporation, as evidenced by instrument dated April 18, 1984, filed of record in the records of the Bureau of Land Management pertaining to Federal Oil and Gas Lease Number W-0320387 covering the following described lands:

Township 29 North, Range 115 West, 6th P.M.
Sublette County, Wyoming

Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2

Containing 644.16 acres, more or less;

is the true and correct Assignment of Operating Rights. To the extent that the instrument as recorded in the records of Sublette County, Wyoming, Reception Number 201253, contains an incorrect Exhibit, such exhibit shall be and hereby is corrected to be the same as attached to such instrument in the official Bureau of Land Management records pertaining to said oil and gas lease.

2. The Assignment of Operating Rights from Natural Gas Corporation of California to Exxon Corporation, as evidenced by instrument dated April 18, 1984, filed of record in the records of the Bureau of Land Management pertaining to Federal Oil and Gas Lease Number W-1333 covering the following described lands:

211977

RECORDED May 23 1986 11:20 AM
IN BOOK 71 Oil & Gas PAGE 685
FEES No Fee Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

608605 001
608681 001

Township 29 North, Range 115 West, 6th P.M.
Sublette County, Wyoming

Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4

Containing 1,240 acres, more or less;

is the true and correct Assignment of Operating Rights. To the extent that the instrument as recorded in the records of Sublette County, Wyoming, Reception Number 201257, contains an incorrect Exhibit, such exhibit shall be and hereby is corrected to be the same as attached to such instrument in the official Bureau of Land Management records pertaining to said oil and gas lease.

3. Notwithstanding that this instrument shall be effective as of the date first above written, the correction of the original assignments of operating rights shall be deemed to have occurred such that the correct exhibits will be considered to be in place as of the effective date of the two referenced assignments of operating rights.

4. The provisions hereof shall extend to and be binding upon the party hereto, its respective successors and assigns.

IN WITNESS WHEREOF, this Correction of Assignments of Operating Rights has been executed effective as of the date first above written.

EXXON CORPORATION

By _____
Omer R. Humble,
Agent and Attorney-in-Fact

WWW
DCS

STATE OF COLORADO)
) SS:
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 14th day of May, 1986 by Omer R. Humble as Agent and Attorney-in-Fact of EXXON CORPORATION.

WITNESS my hand and official seal.

NOTARY PUBLIC
D. JOAN
HUDSON
STATE OF COLORADO

My commission expires:
1-10-90

_____
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 80110

608605 001
608681 001

687

R O A D E A S E M E N T

PLEASE RETURN TO:
Mobil Oil Corporation
P. O. Box 5444
Denver, CO 80217
Attn: Title Records Section

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENT:

That for and in consideration of the sum of

TEN & NO/100 ----------DOLLARS

IN HAND PAID, the receipt of which is hereby acknowledged, and the further sum of

ONE THOUSAND FOUR HUNDRED FORTY & NO/100----------DOLLARS

TO BE PAID ANNUALLY

J. F. RANCH, INC. c/o WILLIAM J. McGINNIS, III, BOX 280, BIG PINEY, WYO. 83113

does hereby grant and convey to MOBIL OIL CORPORATION, A New York Corporation of Box 5444, Denver Colorado, its successors and assigns, a right-of-way and easement for the purpose of constructing, using, improving and maintaining a roadway upon, over, and across the following described lands and premises situated in SUBLETTE County, WYOMING

.

.

SOUTHWEST QUARTER (SW/4) AND THE WEST HALF SOUTHEAST QUARTER (W/2 SE/4) SECTION 28-T27N-R113W AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) SECTION 28-T27N-R113W
AND
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 SE/4), SOUTH HALF OF THE NORTHEAST OF THE NORTHEAST QUARTER (S/2 NE/4), AND NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4 NE/4) ALL IN SECTION 29-T27N-R113W, SUBLETTE COUNTY, WYOMING

To have and to hold unto the said Grantee, its successors and assigns, the right-of-way, privilege and easement to use, operate, maintain, improve, replace, repair, and enjoy the aforesaid roadway, with the right of ingress and egress to and from the aforesaid premises for the purpose of improving, inspecting, repairing, maintaining, and replacing the said existing roadway, as long as the same shall be used for the aforesaid purposes, and when Grantee terminates their operations agrees to leave the roadway in as good a condition as it presently exists.

All payments to Lessor shall be made by mailing to Lessor at the address above designated the check of Lessee, payable to Lessor, unless Lessor shall at least forty (40) days or more before payments become due, give written notice of conveyance of the land or change of address and give written directions that thereafter payments shall be made to them at some other address, or to some other person whose address shall be given. All payments made to Lessor, before actual notice to Lessee of a change of address or of conveyance as aforesaid, shall be binding on Lessor's successors in title. The check of Lessee, made out and mailed in accordance herewith, and at the time required by this contract shall be considered as payment and legal tender of payment to Lessor.

RECORDED Sept 27 1984 at
IN BOOK 74 ADV PAGE 687
FEES 6.00 Sharon Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

212008

[redacted]

[redacted]

[redacted] 9D-7794

IT IS UNDERSTOOD AND AGREED that roadway easement herein granted is not an exclusive easement but the consideration herein expressed covers and includes any and all damages of whatsoever nature to the land covered by the roadway easement herein granted, and to lands adjacent lands resulting from the construction, operation, maintenance, and use of said roadway easement, and grantor does hereby release fully discharge said Mobil Oil Corporation, its successors and assigns, from any and all claims or causes of action of whatsoever nature, arising directly or indirectly from the construction, maintenance, and use of said road easement.

The right of way, easement and privileges herein granted are divisible, and assignable or transferable, in whole or in part.

It is also understood by the Grantee herein that the Grantor shall be accorded the full use and privilege of the said roadway at any and all times, and is to fully enjoy and use the aforesaid premises, except for the purposes hereinabove granted to Grantee. All covenants shall inure to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

In witness whereof Grantor has executed this Easement this 13 th day of December, 19 85.

J F RANCH, INC.

by: William J. McGinnis III
WILLIAM J. McGINNIS, III

ATTEST: J F RANCH, INC. CORPORATE SEAL WYOMING
William J. McGinnis
SECRETARY

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

BE IT REMEMBERED, that on this 13th day of November, A.D. 1985, before me, the undersigned, a NOTARY PUBLIC in and for the county and State aforesaid, personally appeared William J. McGinnis III
Vice President of J. F RANCH, INC.
a corporation, personally known to me to be the Vice President of said corporation and the same person who executed the foregoing written instrument, and he duly acknowledged to me the execution of the same for and on behalf of and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Kathleen A. Lenz
NOTARY PUBLIC

My Commission expires:
January 10, 1987 Residing at Big Sandy, Wyo.

KATHLEEN A. LENZ NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

PID-7774

689

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W–11603

Lease effective date
April 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name: HOWELL PETROLEUM CORPORATION

Address *(include zip code)*: 1010 Lamar, Suite 1800
Houston, TX 77002

The undersigned, as owner of 7.50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.
Sec. 21: NE/4
160.00 acres, more or less
Sublette County, Wyoming
From the surface of the ground down to and including 100 feet below the stratigraphic equivalent of the total depth drilled in the Fogarty Creek #2-16 Well.

212009

RECORDED May 22 1986 3:00 PM
IN BOOK 76 Misc PAGE 689
FEES $6.00 Lena Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	100.00%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	6.629%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under thi transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms a provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added t overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess o 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good fait

Executed this 13th day of August, 1985.
PETRO-SEARCH, INC.

(Assignor's Signature)
Paul Funkhouser, President

1010 Lamar, Suite 1800
(Assignor's Address)
Houston, TX 77002

Joe A. Salkeld, Assistant Secretary
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the Unit States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1985

By Fred O'Farrell
(Authorized Officer)

approval does not warrant that either party [redacted] legal or equitable title to [redacted]

[redacted] MAY 8 1986

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13th day of August, 19 85.

HOWELL PETROLEUM CORPORATION

Paul Funkhouser
(Assignee's Signature)

Paul Funkhouser, President

Michael R. Drake, Assistant Secretary

1010 Lamar, Suite 1800
(Assignee's Address)

Houston, TX 77002
(City) (State) (Zip Code)

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

I, the undersigned Notary Public in and for said County and State, hereby certify that Paul W. Funkhouser, whose name as President of Petro-Search, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal this 13th day of August, 1985.

NOTARY PUBLIC STATE OF TEXAS

D.J. Chandler
Notary Public
D.J. CHANDLER
NOTARY PUBLIC-STATE OF TEXAS
COMMISSION EXPIRES 7-31-88

My Commission expires:
7-31-88

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

I, the undersigned Notary Public in and for said County and State, hereby certify that Paul W. Funkhouser, whose name as President of Howell Petroleum Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal this 13th day of August, 1985.

NOTARY PUBLIC STATE OF TEXAS

D.J. Chandler
Notary Public
D.J. CHANDLER
NOTARY PUBLIC-STATE OF TEXAS

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING OIL AND GAS LEASE STA-W-81-989, WY-82,192

KNOW ALL MEN BY THESE PRESENTS, That Jack J. Grynberg
5000 S. Quebec, Suite 500
Denver, Colorado 80237
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Rachel Susan Grynberg beneficiary under the "Rachel Susan Trust"	5000 S. Quebec Suite 500 Denver, Colorado 80237	2.0833% of 8/8ths
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg beneficiary under the "Stephen Mark Trust"	5000 S. Quebec Suite 500 Denver, Colorado 80237	2.0833% of 8/8ths
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Miriam Zela Grynberg beneficairy under the "Miriam Zela Trust"	5000 S. Quebec Suite 500 Denver, Colorado 80237	2.0834% of 8/8ths

Whose trust agreement may be found recorded in Denver County, Colorado, Book 2049, Pages 71-96.

Being in all a total of an undivided 6.25% of 8/8ths (six point twenty-five percent of eight eighths) of 50% (fifty percent) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming , under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 35 North - Range 112 West
Section 36: ALL

Containing 640.00 acres, more or less.

WITNESS our hands this 23rd day of May , 19 86

Witnesses:

_____

_____

Jack J. Grynberg, Assignor

Celeste C. Grynberg, Spouse

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

On the 23rd day of May , 19 86 , before me personally appeared Jack J. Grynberg and Celeste C. Grynberg the signor s of the above instrument, who duly acknowledged to me that they executed the same.

RECORDED June 3 1986 8:00 AM
BOOK 716 Or 1 PAGE 691
FEES 4.00 Lou J. Hall COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McElwee

LINDA L. MAGNUSON NOTARY PUBLIC

Linda L. Magnuson
Notary Public
Linda L. Magnuson
5000 S. Quebec Ste 500
Residing in: Denver, Colorado 80237

My Commission expires:
March 13, 1990

212095

[redacted] **Correction of Descrip[redacted] Oil and Gas Lease** [redacted]

WHEREAS, under date of May 15, 19 85, a certain oil and gas mining lease was executed by Patricia M. Roberts, fka Patricia Mildred Miller and Shad Roberts, individually and as wife and husband, Daniel, Wyoming 83115, as lessor, unto Farleigh Oil Properties, a sole proprietorship, P. O. Box 3215, Casper, WY 82602, as lessee, which lease is recorded in Book 75 O&G, at Page 641, of the records of Sublette County, State of Wyoming, and which lease covered certain lands situate in said Sublette County, State of Wyoming, described therein as follows, to-wit:

212096

Township 29 North, Range 112 West, 6th P.M.
Section 4: W½SW¼
Section 5: S½SE¼, NE¼SE¼
Containing 100.00 acres, more or less

RECORDED June 3 1986 8:00 AM
IN BOOK 76 Deeds PAGE 692
FEES 4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

of Section ____, Township ____, Range ____,

AND WHEREAS said description is incomplete and indefinite, and the lands intended to be covered by said lease, and situate in said County and State, are more accurately described as follows, to-wit:

Township 29 North, Range 112 West, 6th P.M.
Section 4: W½SW¼
Section 5: S½SE¼, NE¼SE¼

of Section ____, Township ____, Range ____, and containing 200.00 acres, more or less, it being the intent and purpose of the lessor to include in such lease all of the lands owned by the said lessor which adjoin the lands last above mentioned or which lie in the section or sections herein last above specified,

AND WHEREAS the undersigned are the owners of interests in the lands last above described, or in the minerals therein and thereunder, which interests are affected by said lease.

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00), cash in hand paid by each of us, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and for the purpose of making said lease definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby acknowledge that it was the intention of the lessor in the aforesaid lease to lease for oil and gas mining purposes all of the lands last above described; and we hereby amend said lease in respect to the description of the lands included therein, and ratify and adopt the same as so amended.

unto

WITNESS our hands and seals this 12th day of May, A. D., 1986

x Patricia M Roberts (SEAL)
Patricia M. Roberts

x Shad Roberts (SEAL)
Shad Roberts

(SEAL)

P (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WYOMING }
COUNTY OF SUBLETTE } SS.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this Twelfth day of May, 19 86, personally appeared Patricia M. Roberts, fka Patricia Mildred Miller and Shad Roberts, individually and as wife and husband

and ____, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My ~~Commission~~ Term Expires January 5, 1987

Lois J. Yake by Joni M. Peters
~~Notary Public~~
County Clerk

STATE OF WYOMING COUNTY OF SUBLETTE

692

TA-71 (Rev. 4-4-49) OKLA KAN - COLO

693

SUB-1

Other Rocky Mt. States

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS·

That, WHEREAS, that certain oil and gas lease, dated September 1, 1981, from Shelton Ranches, Inc., a Utah corporation, as Lessors, to Farleigh Oil Properties, a sole proprietorship, as Lessee, recorded in Book 63 O&G, Page 255, of the Records of Sublette County, Wyoming, is owned by Farleigh Oil Properties, a sole proprietorship, P. O. Box 3215, Casper, WY 82602

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 34 North, Range 113 West, 6th P.M.
Section 19: Lot 4 (35.66), E½SW¼, SE¼
Section 20: SW¼SW¼ Section 29: W½
Section 30: Lots 1 (35.66), 2 (35.73), 3 (35.81), E½NW¼, NE¼SW¼, E½
Section 31: NE¼, NE¼NW¼ Section 32: W½, SW¼SE¼
Township 34 North, Range 114 West, 6th P.M.
Section 25: SW¼NW¼, N½S½, SE¼SE¼
Section 26: W½NW¼, E½SW¼, S½NE¼, N½SE¼
Township 33 North, Range 113 West, 6th P.M.
Section 5: Lots 2 (38.10), 3 (38.02), SW¼NE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Shelton Ranches, Inc., a Utah corporation

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto the above named lessee subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Shelton Ranches, Inc., a Utah corporation	381 East 300 South Suite 110 Salt Lake City, Utah 84111	PAY DIRECTLY TO LESSOR	$604.75

212097

RECORDED June 3 1986 8:20 AM
IN BOOK 76 Misc PAGE 693
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 7th day of September, 19 85

ATTEST:

By: Judy L. Shelton
Secretary

SHELTON RANCHES, INC. (Seal)

By: Gilbert L. Shelton (Seal)
Gilbert L. Shelton
President

(Seal)

(Seal)

(Seal)

[redacted] [redacted] [redacted]

STATE OF .....
COUNTY OF .....
} ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19 ....., personally appeared .....

and .....

..... to me known to be the identical person ... described in and who executed the within and foregoing instrument of writing and acknowledged to me that ... ...duly executed the same as ... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires .....

Notary Public.

State of .....
County of .....
} ss.

The foregoing instrument was acknowledged before me this ... day of ... 19 ...
by .....

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of UTAH
County of Salt Lake
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 7th day of September, A. D. 1985, before me personally appeared Gilbert L. Shelton, to me personally known, who, being by me duly sworn, did say that he is the President of Shelton Ranches, Inc.

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Gilbert Shelton acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 7TH day of September, A. D. 19 85

Robert L Stayner
Notary Public.

(SEAL)

My Commission expires FEB 3, 1988

No.....

FROM .....

TO .....

.....

Dated....., 19...

No. Acres.....

County.....

Term.....

This instrument was filed for record on the.....
day of.....19.....
.....o'clock.....M., and duly recorded in
Volume..... Page.....
.....of the records of this office.
.....
County Clerk.
By.....
Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

695

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 1st day of May, A.D., 19 86 by and between RUTH E. JOUJON-ROCHE REVOCABLE ESTATE TRUST hereinafter called Assignor and WOLD UNIVERSITY ENDOWNMENT FUND of P. O. Box 114, Casper, WY 82602, hereinafter called Assignee:

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable considerations, to it in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, its heirs, personal representatives and assigns, an overriding royalty interest equal to one-third of two percent (1/3 of 2%) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and J. E. Joujon-Roche, as lessee, under date of April 1, 1968, bearing Wyoming Serial No. 11603 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Sec. 21: E½;
containing 320.00 acres, more or less.

IT IS HEREBY AGREED THAT ASSIGNOR SHALL BE ENTITLED TO ALL ROYALTY PROCEEDS, INCLUDING ANY ADJUSTMENTS OR CHARGES ON SAID ROYALTY PAYMENTS, ON SAID LANDS PRIOR TO JUNE 1, 1986. COMMENCING WITH JUNE 1986 PRODUCTION, ASSIGNEE SHALL BE ENTITLED TO ALL ROYALTY PROCEEDS FROM THAT DATE FORWARD.

212213

RECORDED June 9 1986 2:00 P M
IN BOOK 176 Or-T PAGE 695
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, its heirs, personal representatives and assigns, forever.

WITNESS our hand and seal this 1st day of May, 19 86.

RUTH E. JOUJON-ROCHE REVOCABLE ESTATE TRUST

By: Phillip J. Joujon-Roche

Name: Phillip Joujon-Roche

Title: TRUSTEE, RUTH E. JOUJON-ROCHE REVOCABLE ESTATE TRUST,

Address: 450 Via Vista
Anaheim, California 92808

STATE OF CALIFORNIA }
COUNTY OF ..... } SS.

GENERAL ACKNOWLEDGMENT

NO. 201

State of California }
County of Orange } ss.

On this the 15th day of May 1986, before me,

Susan Bartholomew,

the undersigned Notary Public, personally appeared

Phillip J. Joujon-Roche,

~~☐ personally known to me~~

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Susan Bartholomew
Notary's Signature

OFFICIAL SEAL
SUSAN BARTHOLOMEW
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My comm. expires OCT 6, 1986

re: Assignment of Oil and Gas Royalty

7110 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

OIL AND GAS FORM NO. 8

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-98373

DISTRICT LAND OFFICE Wyoming

KNOW ALL MEN BY THESE PRESENTS, That EMC Energies, Inc.
123 West First - Suite C70-40
Casper, Wyoming 82601
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
EARP '86	123 West First - Suite C70-40 Casper, Wyoming 82601	1%

212344

RECORDED June 12 1986 11:45 AM
IN BOOK 76 Misc PAGE 696
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided 1% (One Percent of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 110 West, 6th P.M.

Section 4: S½
9: All
10: N½
15: NE¼, W½, N½SE¼, SW¼SE¼
22: All

of Section Township Range containing 2,520.00 acres more or less.

WITNESS our hands this 2nd day of June, 1986.

Witnessed: EMC ENERGIES CORPORATION SEAL

Kathy Staeger
Kathy Staeger, Secretary

EMC Energies, Inc.
Thomas A. Galles
Thomas A. Galles, President

State of Wyoming }
County of Natrona } ss

The foregoing instrument was acknowledged before me by Thomas A. Galles, President of EMC Energies, Inc. this 2nd day of June, 1986.

Witness my hand and official seal.

DIXIE L. BLOWER NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Feb. 15, 1987

Dixie L. Blower
Notary Public

My Commission Expires:

696

697.

#2320-53421-00

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Burton G. Ross, Trustee for the Darryl P. Ekstrom 1981 B Trust, 430 International Centre, 900 Second Ave South, Minneapolis, MN 55402, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 72-28069, and covering land situate in Sublette County, Counties, described as follows:

Township 27 North - Range 111 West

Section 16: All

212359

RECORDED June 13 1986 9:00 A.M.
IN BOOK 76, Dr. & L. PAGE 697
FEES 4.00 Lora J. York COUNTY CLERK
SUBLETTE COUNTY CLERK By Edwardlyn Wheelwright

and containing 320.00 acres more or less, for and in consideration of the sum of Ten and no/100 ----- Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Terra Resources, Inc., whose address is P. O. Box 2329, Tulsa, Oklahoma 74101, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 27 North - Range 111 West
Section 16: SW/4; AND
one-half (1/2) of the interest of Assignor in and to said lease insofar as it covers
Section 16: SE/4,
all lands assigned being limited in depth from the surface of the ground to the stratigraphic equivalent of 10,500' as encountered in the Heron State #10-16, located in the NE/4 NW/4 Section 16-T27N-R111W, Sublette County, Wyoming.
and containing 320.00 acres, more or less, reserving, however, unto assignor as to the SW/4 only, an overriding royalty interest in the amount of 5% of 8/8ths, proportionately reduced, and the option to convert said overriding royalty to 50% of the working interest herein assigned at payout of the #1-16 Phillips State well, located in SW/4 Section 16-T27N-R111W, Sublette County, Wy.

TO HAVE AND TO HOLD unto the said Terra Resources, Inc., its successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 1st day of May, 1986

WITNESS: Sheila Remarte

Darryl P. Ekstrom 1981 B Trust
Assignor-Lessee
By Burton G. Ross, Trustee

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Minnesota
County of Hennepin } ss.

On this 1st day of May, A. D. 1986, before me personally appeared Burton G. Ross, Trustee, Darryl P. Ekstrom 1981 B. Trust to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed on behalf of the Trust.

Witness my hand and seal this 1st day of May, A. D. 1986

(SEAL)

Carol A. Dufault
NOTARY PUBLIC-MINNESOTA
RAMSEY COUNTY
MY COMMISSION EXPIRES APR. 6, 1991

Carol A. Dufault
Notary Public

My Commission

ACKNOWLEDGEMENT (For use by Corporation)

State of
County of } ss.

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19

(SEAL)

Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners:

Assignment recorded in the Office of the Commissioner of Public Lands:

(Fee for recording this form of assignment is $25.00. If other terms are desired, request should be made on this form. Three executed copies of this form should be prepared and signed, copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

RETURN TO: TERRA RESOURCES, INC.
P. O. BOX 2329
TULSA, OKLA. 74101
ATTN: LA[redacted]T.

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Encore Exploration 1981 - LC, L.P., c/o Cramer Rosenthal and Co., 707 Westchester Ave, Suite 400, White Plains, N.Y. 10604, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 72-28069, and covering land situate in Sublette County, Counties, described as follows:

Township 27 North - Range 111 West

Section 16: all

212360

RECORDED June 13 1986 9:00 A.M.
IN BOOK 76 Or-J PAGE 698
FEES 4.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by D. Meadows

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and no/100 ----- Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Terra Resources, Inc., whose address is P. O. Box 2329, Tulsa, Oklahoma 74101

_____, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 27 North - Range 111 West
Section 16: SW/4; AND
one-half (1/2) of the interest of Assignor in and to said lease insofar as it covers
Section 16: SE/4,
both Assignments being limited in depth from the surface of the ground to the stratigraphic equivalent of 10,500' as encountered in the Heron State #10-16, located in the NE/4 NW/4 Section 16-T27N-R111W, Sublette County, Wyoming.

and containing 320.00 acres, more or less, reserving, however, unto assignor as to the SW/4 only, an overriding royalty interest in the amount of 5% of 8/8ths, proportionately reduced, and the option to convert said overriding royalty to 50% of the working interest herein assigned at payout of the #1-16 Phillips State well, located in SW/4 Section 16-T27N-R111W, Sublette County, Wy.

TO HAVE AND TO HOLD unto the said Terra Resources, Inc., its successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 25 day of April, 1986

WITNESS:

Elizabeth M. Carey

Encore Exploration 1981 - LC. L.P.
Assignor-Lessee

By _____
Encore Exploration, Inc. General President

Attest:

Debra M. Hartz
Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of New York
County of Westchester } ss.

On this 9th day of April, A. D. 1986, before me personally appeared Richard O. Segal to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 9th day of April, A. D. 1986.

(SEAL)

Ascensina D. Tookmanian
Notary Public

My Commission expires: 6/30/87

ASCENSINA D. TOOKMANIAN
NOTARY PUBLIC, STATE OF NEW YORK
No.
Qualified in Westchester County
Term Expires June 30, 1987

ACKNOWLEDGEMENT (For use by Corporation)

State of _____
County of _____ } ss.

On this _____ day of _____, A. D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A. D. 19____

(SEAL)

_____
Notary Public

My Commission expires: _____

Assignment approved by Board of Land Commissioners: _____

Assignment recorded in the Office of the Commissioner of Public Lands: _____

(Fee for recording this form of assignment is $2[illegible] If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

RETURN TO: TERRA RESOURCES, INC.
P. O. BOX 2329
TULSA, OKLA. 74101
ATTN: LAND DEPT.

698

699

ASSIGNMENT

#2320-53421-00

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Kaiser Energy, Inc., whose address is 300 Lakeside Drive, Oakland, California 94643, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 72-28069, and covering land situate in Sublette County, Counties, described as follows:

Township 27 North - Range 111 West

Section 16: All

212361

RECORDED June 13 1986 9:00 AM
IN BOOK 76 Oil & G PAGE 699
FEES 4.00 Louise J. Yost COUNTY CLERK
SUBLETTE COUNTY CLERK

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and no/100 ------- Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Terra Resources, Inc., whose address is P. O. Box 2329, Tulsa, Oklahoma 74101

---, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 27 North - Range 111 West
Section 16: SW/4; AND
one-half (1/2) of the interest of Assignor in and to said lease insofar as it covers
Section 16: SE/4,
all lands assigned being limited in depth from the surface of the ground to the stratigraphic equivalent of 10,500' as encountered in the Heron State #10-16, located in the NE/4 NW/4 Section 16-T27N-R111W, Sublette County, Wyoming.

and containing 320.00 acres, more or less, reserving, however, unto assignor as to the SW/4 only, an overriding royalty interest in the amount of 5% of 8/8ths, proportionately reduced, and the option to convert said overriding royalty to 50% of the working interest herein assigned at payout of the #1-16 Phillips State well, located in SW/4 Section 16-T27N-R111W, Sublette County, Wy.

TO HAVE AND TO HOLD unto the said Terra Resources, Inc., its successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 9th day of MAY, 1986

WITNESS: John M. Bevan III
Asst. Secretary

(SEAL)

Kaiser Energy, Inc.
Assignor-Lessee

By Wayne C. Gundersen
President

Attest:

John M. Bevan III, Assistant Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of ---
County of --- } ss.

On this ---day of ---, A. D. 19---, before me personally appeared ---to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this ---day of ---, A. D. 19---

(SEAL)

Notary Public

My Commission expires: ---

ACKNOWLEDGEMENT (For use by Corporation)

State of CALIFORNIA
County of ALAMEDA } ss.

On this 9th day of May, A. D. 1986, before me personally appeared Wayne C. Gundersen, to me personally known, who, being by me duly sworn, did say that he is the President of Kaiser Energy, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Wayne C. Gundersen acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of May, A. D. 1986

(SEAL)

Notary Public Peggy L. Fitzgerald

My Commission expires: 8/15/86

OFFICIAL SEAL
PEGGY L. FITZGERALD
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires Aug. 15, 1986

Assignment approved by Board of Land Commissioners: ---

Assignment recorded in the Office of the Commissioner of Public Lands: ---

(Fee for recording this form of assignment is $20.00 If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands, as appropriate, for the office record.)

RETURN TO: TERRA RESOURCES, INC.
P. O. BOX 2329
TULSA, OKLA. 74101
ATTN: L[redacted]EPT.

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, PHILLIPS PETROLEUM COMPANY
8055 E. Tufts Ave. Parkway, Denver, CO 80237, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number #72-28069,
and covering land situate in Sublette County, Counties, described as follows:

Township 27 North, Range 111 West
Section 16: All

RECORDED June 13 1986 9:24 AM
IN BOOK 76 Oil & Gas PAGE 700
FEES 4.00 Dana J. Hale COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy Hutchinson

212362

and containing 640 acres more or less, for and in consideration of the sum of Ten Dollars Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
Terra Resources, Inc., 1 Tabor Center, 1200 17th Street, Suite 2200,
of Denver, Colorado 80202, assignee, ~~all~~ 50% of all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Township 27 North, Range 111 West
Section 16: S/2*

*This Assignment is made subject to the Agreement dated Sept. 5, 1985, between Assignor and Assignee, and this Assignment shall be limited from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Phillips State 1-16 well located in SE/4 SW/4 of Sec. 16-27N-111W, being 10,700'.

and containing 320 acres, more or less, reserving, however, unto assignor
an overriding royalty equal to an exclusive 5.25% of 8/8ths of oil and gas produced and saved from said well.

TO HAVE AND TO HOLD unto the said Assignee, its successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 24th day of March, 86.

WITNESS:

PHILLIPS PETROLEUM COMPANY
Assignor-Lessee

By D. Hunt, Attorney-in-Fact
President

Attest:

Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of }
County of } ss.

On this day of , A. D. 19 , before me personally appeared
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this day of , A. D. 19 .

(SEAL)

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado }
County of Denver } ss.

On this 24th day of March, A. D. 19 86, before me personally appeared D. Hunt, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of PHILLIPS PETROLEUM COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said D. Hunt acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 24th day of March, A. D. 19 86.

(SEAL)

Notary Public

My commission expires: March 7, 1990

Assignment approved by Board of Land Commissioners:

Assignment recorded in the Office of the Commissioner of Public Lands:

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment, special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

RETURN TO: TERRA RESOURCES, INC
P. O. BOX 2329
TULSA, OKLA. 74101
ATTN: LAND DEPT.

700

701

ASSIGNMENT

#2320-53421-00

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Questex Energy Program 1981 B, 430 International Centre, 900 Second Avenue South, Minneapolis, MN 55402, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 72-28069, and covering land situate in Sublette County, Counties, described as follows:

Township 27 North - Range 111 West

Section 16: all

212363

June 13 1986 9:40 AM
BOOK 76 Misc PAGE 701
FEES 4.00 Paid
COUNTY CLERK,
SUBLETTE COUNTY CLERK

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and no/100 ----- Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Terra Resources, Inc., whose address is P. O. Box 2329, Tulsa, Oklahoma 74101

_____, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 27 North - Range 111 West
Section 16: SW/4; AND
one-half (1/2) of the interest of Assignor in and to said lease insofar as it covers
Section 16: SE/4,
both Assignments being limited in depth from the surface of the ground to the stratigraphic equivalent of 10,500' as encountered in the Heron State #10-16, located in the NE/4 NW/4 Section 16-T27N-R111W, Sublette County, Wyoming.

and containing 320.00 acres, more or less, reserving, however, unto assignor as to the SW/4 only, an overriding royalty interest in the amount of 5% of 8/8ths, proportionately reduced, and the option to convert said overriding royalty to 50% of the working interest herein assigned at payout of the #1-16 Phillips State well, located in SW/4 Section 16-T27N-R111W, Sublette County, Wy.

TO HAVE AND TO HOLD unto the said Terra Resources, Inc., its successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 17th day of April, 1986

WITNESS: Michael Rosen

Questex Energy Program 1981 B
Assignor-Lessee

By Darryl P. Eikenberry
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of _____
County of _____ } ss.

On this _____ day of _____, A. D. 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, A. D. 19____

(SEAL)

Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of Minnesota
County of Hennepin } ss.

On this 29th day of April, A. D. 1986, before me personally appeared Darryl P. Eikenberry, to me personally known, who, being by me duly sworn, did say that he is the President of Questex Energy Program 1981 B and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29th day of April, A. D. 1986

(SEAL)

Susan H. Leinberger
Notary Public

My Commission expires: 6/1/91

SUSAN H. LEINBERGER
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires June 1, 1991

Assignment approved by Board of Land Commissioners: _____

Assignment recorded in the Office of the Commissioner of Public Lands: _____

(Fee for recording this form of assignment is $20.00. If other terms are desired, not provided in the assignment, a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

RETURN TO: TERRA RESOURCES, INC.
P. O. BOX 2329
TULSA, OKLA. 74101
ATTN: LA[redacted]T

*we a[redacted] have a Corporat[redacted]eal.